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MESOPOTAMIA

OLD ASSYRIAN PERIOD

Klaas R. Veenhof

1. SOURCES OF LAW

Nearly all sources of the Old Assyrian period stem from the commercial quarter (*kārum*) of the ancient Anatolian city of Kanish, the administrative center of a network of Assyrian trading colonies in Anatolia, dating to ca. 1950–1840 (middle chronology; archaeologically *kārum* level II).¹ Of the approximately 20,000 cuneiform texts found thus far in the houses of the traders living there many qualify as sources of law. The city of Assur itself has thus far yielded almost no written sources of this period, although many of the texts found in Kanish originate from Assur. In addition there are approximately 250 records from a slightly later period of commercial activity in Anatolia (roughly the first half of the eighteenth century) discovered both in *kārum* Kanish (level Ib) and in commercial settlements in Hattuš and *Ališar Hüyük*. Among the tablets from *Kārum* Kanish there are also a few hundred private legal documents written in Old Assyrian but originating from the native Anatolian population. Though influenced by Old Assyrian legal and scribal tradition, their substance cannot simply be equated with Assyrian law. Because the sources stem from archives of traders, most bear on commercial matters, but there are also a limited number of records dealing with family law and non-commercial conveyance.

1.1 Law Codes

No law code has been found, but from some quotes and references in letters and verdicts, which refer to "words written on the stela," we know that laws existed and had been published.²

¹ For general information, see Veenhof, "Kaniš, *kārum* . . ." and "Kanesh . . ." (with bibliography).

² For the texts and their analysis, see Veenhof, "Legislation . . ."

1.2 *Statutes*

Rules for the convening of and decision making by the assembly (*puḫrum*) of the *kārum* as administrative body of the Assyrian colonial society are preserved in three large but very damaged tablets, called "Statutes of the Colony" by their latest editor.³ They deal with settling accounts and passing verdicts.

1.3 *Administrative Orders*

These are contained in a number of so-called "tablets of the City," sent to *kārum* Kanish. They were official letters from the ruler of Assur in his capacity of *waklum*, "overseer" (of the city and perhaps chairman of the city assembly), communicating decisions of the City to the colonies.⁴ While most "orders of the City" (*awāt ālim*) are in the form of specific verdicts, some have a more general impact and seem to refer to procedure and substance of law.⁵ There are also a few damaged letters from the ruler which contain orders without reference to the City; one deals with judicial procedure, the other perhaps with smuggling.⁶ At the end of the former, we read: "Let a copy of this tablet be read out ('heard') in every single colony!" The *kārum* authorities also issued written orders (*awāt kārim*), occasionally made known by circular letters addressed "to every single *kārum*," which deal with administrative and commercial matters, such as smuggling or the rate of interest.

1.4 *Judicial Records*⁷

Hundreds of documents result from the administration of justice in all its forms and stages, ranging from records of private summons and voluntary arbitration to those reporting on or emanating from

³ Larsen, *City-State* . . . , 283–332; one of the tablets bears the subscript *tamšimtum*, "wise rule."

⁴ In some of these, the *waklum* is only mentioned as sender on the envelope, while the text on the tablet inside lacks an address and immediately starts with: "The City has passed the following verdict: . . ." (e.g., EL 327; see Larsen, *City-State* . . . , 176).

⁵ See Larsen, *City-State* . . . , 173ff.

⁶ TC 1 142 (*ibid.*, 153f.), and kt 91/k 100 (unpubl.), both heavily damaged.

⁷ A full edition, with comments, of nearly one hundred judicial records is found in EL nos. 238–341, and a representative sample in translation with comments in Michel, "Les litiges commerciaux . . ."

court proceedings, both in the colonies and in Assur. Most numerous are depositions of various kinds and verdicts passed by small "trading stations" (*wabartum*), various *kāruns*, and the City Assembly in Assur. We also have numerous records of interrogations (by parties and by "attorneys," called *rābišum*), negotiations, agreements, arbitrations, and oaths sworn. Most of these records—especially depositions under oath made before witnesses, records of arbitration and interrogation, and verdicts—originally were in the form of tablets encased in clay envelopes bearing the impressions of the seals of parties, judges, and witnesses (both material witnesses and court witnesses), which lent them legal validity and evidentiary force. All these documents were found in private archives, apparently because the winner of a case obtained the file as proof of his rights.

1.5 *Private Legal Documents*⁸

The great majority of private legal documents record a variety of legal transactions in the framework of the overland trade. Most are the result of commercial credit granted or loans extended and complications connected with them: hundreds of debt notes and quittances, waivers and transfers of debt claims, settlements of accounts, contracts about the cancellation of debt notes, security (pledge and guarantee), records of seizure, debt bondage, and forced sale of property. There are numerous contracts of service (in the caravans), transport, deposit, agreement, partnership, and investment (in a trader's commercial capital, called *naruqqum*). In addition, there are contracts of a non-commercial nature, on the purchase of houses and slaves and pertaining to family law. A number of contracts bearing on conveyance, family law, obligations, and business (partnerships and agreements) originate from the Anatolian inhabitants of Kanish and have to be kept separate from the purely Assyrian ones because of their special characteristics.

All these records originally were (and many still are) in clay envelopes, sealed by the party who accepted an obligation (payment, service, guaranty, transport, deposit), waived a claim or right, or acknowledged a fact (quittances, sales, settlements, cancellation of a

⁸ More than two hundred private legal documents are edited as EL nos. 1–223, and an additional one hundred loan contracts are edited in Rosen, *Studies* . . . The only monograph on a specific topic is Kienast, *Kaufvertragsrecht* . . .

record), and by witnesses, the presence of whose seals is always mentioned in the text written on the envelope.⁹ The Assyrians called such records *tuppum ḥarmum*, “certified/validated tablet” and they were carefully preserved in sealed containers and sent overland in sealed packages.

1.6 Miscellaneous

The Assyrians concluded treaties (called “oath,” *mamītum*) with the Anatolian rulers in whose territory they traded, and we have the draft of one treaty with the ruler of a small town whose territory the caravans crossed.¹⁰

Erishum I, the ruler of Assur during whose reign the trade developed, in the second part of a long inscription, a copy of which was found in *kārum* Kanish, deals with the administration of justice, threatening liars and false witnesses by means of curses and promising honest men a fair trial and the assistance of an “attorney” (*rābišum*).¹¹

The thousands of business letters are an important source of the law. They provide information not only on commercial law (substance, procedure, legal devices) but also on jurisdiction, when they report on lawsuits and refer to or quote testimonies, appeals, verdicts, and the contents of “tablets of the City.”

2. CONSTITUTIONAL AND ADMINISTRATIVE LAW

2.1 Organs of Government¹²

2.1.1 The Ruler

2.1.1.1 The Ruler of Assur

The ruler of the city-state of Assur (called *rubā'um*, “big one,” “*primus inter pares*”; the title “king,” *šarrum*, was reserved for the city-god) had to share his power with “the City.” Both occur together in the oath and in the formula of appeal (“Bring my case before. . .”), but the

⁹ For sealing practices, see Teissier, *Sealing and Seals* . . .

¹⁰ Ed. Çeçen-Hecker, “Wegerecht . . .”

¹¹ Ed. Grayson, *RIMA* I 20f.

¹² A comprehensive analysis of the political structure of Assur and of the government of the colonies is offered by Larsen, *City-State* . . . , pts. 2 and 3, and earlier by Garelli, *Assyriens* . . . , pt. 2.

City is always mentioned first. Official orders and authorizations are usually referred to simply as “tablets of the City,”¹³ and the official messengers sent out to represent Assur in Anatolia are called “Envoys of the City” (*šiprū ša ālim*). The absence in the documentation of the royal palace in Assur and the prominent role played by the “City house” (*bēt ālim*) reveal that the City was the main administrative power. The ruler’s responsibility for maintaining justice was exercised in conjunction with the City. He had to make known its decisions (verdicts, orders), which he sent to the colonies (see 1.3 above) in envelopes carrying his seal and the inscription: “Tablet of the *waklum* (“overseer”), to *kārum* Kanish.”¹⁴ It was the ruler’s prerogative to assign plaintiffs the right to hire an “attorney” (see 7.4 below), which people would call “an ‘attorney’ of my lord” (*rābiš bēlia*), but the ruler himself “my attorney,”¹⁵ although various records show that such measures were based on decisions of the City Assembly.

2.1.1.2 Anatolian Rulers

On the Anatolian scene, we meet “rulers” (*rubā'um*) of the various city-states and occasionally also a reigning queen (*rubātum*). The king heads the palace organization, which includes various officials whom we know mainly from their contacts with the Assyrians. Some also appear in purely Anatolian contracts of various kinds, the *rabi maḥīrim* (“head of the market”), for example, in transactions involving houses and slaves. The ruler and the “head of the stairway” figure in particular (and by name) in the so-called “notarization,” which occurs (for reasons unknown to us) at the end of certain contracts (especially sale and divorce) and states that the transaction took place “through/by the hand of the ruler . . . (etc.)” (*iqqāti rubā'im* . . .).¹⁶ A few Anatolian debt notes mention that the ruler could issue a decree of debt release (see 7.3.6 below).

2.1.2 The City

The City is the most important organ of government, also the highest judicial authority. It maintained contact with the colonies by

¹³ A rare reference to “a tablet of the City and the ruler” is in TC 2 41:19f.; see Larsen, *City-State* . . . , 179. Cf. TC 1 1:24–30 (Larsen, *City-State* . . . , 163).

¹⁴ See Sever, “*Waklum*,” and Veenhof, “Legislation . . .”

¹⁵ See Larsen, *City-State* . . . , 186f.

¹⁶ For examples, see Balkan, *Letter* . . . , 45f., Garelli, *Assyriens* . . . , 63f. (“sous la juridiction de . . .”), 214f., and Donbaz, “Remarkable Contracts . . .”

means of "Envoys of the City" and its orders and verdicts were sent there by the ruler. Many records mention "(powerful) tablets of the City" (*tuppum* [*damum*] *ša ālim*), acquired by plaintiffs as an instrument for obtaining justice, which are read out to opponents. In the *kārum*, people are said "to submit" (*šuka'unum*) to them, and they are carefully preserved ("I have a powerful tablet . . ."). "The City" as administrative body means the "City Assembly," which convened and took decisions, as is confirmed by rare references to the "assembly" (*puhrum*).¹⁷ This happened in the *mušlahum*, "Stepgate," situated "behind the temple of Assur,"¹⁸ also mentioned as such in Erishum's inscription. Other texts mention a *hanrum*, a "sacred precinct" (also known from Babylonia), as a place of meeting. The sacredness of the locale may have to do with the presence of the seven divine judges and the "dagger of Assur," on which oaths had to be sworn.

Once we meet the expression "The City, small and big,"¹⁹ which suggests a bicameral system with a plenary assembly alongside a smaller council, a distinction also well attested for the *kāruns*. It links up with the few occurrences of "the elders" (*šībūtum*), as a body which is appealed to and passes verdicts (see 2.1.6.1 below).

2.1.3 *The Colonies (kārum and wabartum)*

The center of Assyrian colonial society was *kārum* Kanish. Under it ranked about fifteen other *kāruns* in the main cities of Anatolia (most important were those of Burnišlanda, Wališšana, Durlumit, and Hahlum) and about the same number of "trading stations" (*wabartum*). The status of *kārum* Kanish is obvious, when other *kāruns* refer to it as "our lords" and Anatolian rulers, keen on renewing their treaty, as "our fathers."²⁰ *Kārum* Kanish, as an administrative body, mirrored the institutional fabric of Assur, but for its ruler. The *kārum* had a scribe (secretary), archives, and a "*kārum* house," which was used for administrative purposes and storage but was also the place where the assembly (*puhrum*) of the *kārum* convened and passed verdicts, in a locale also called *hanrum*, "sacred precinct," near "the gate of the god," where oaths were sworn on the dagger of the god

Assur. The Statutes of the *kārum* (see 1.2) distinguish between meetings of its "big" and "small" members, which correlates with the occurrence of "verdicts of the *kārum* big and small," namely, of its plenary assembly, and implies the existence also of a smaller executive committee consisting of the "big men." They may have been identical to "the elders" (*šībūtum*), also twice attested for the *kārum*.²¹

2.1.4 *The Legislature*²²

The City Assembly most probably was the institution which took care of legislation. Verdicts in frequent and important legal issues in connection with trade (such as payments of debts, compensation for losses during caravan trips, the death of a trader) apparently could become "orders of the City" (*awāt ālim*) of more general validity and formulation ("Anyone who . . .," "No citizen of Assur whatsoever . . ."). In due time, they could be engraved on a stela (*naru'āum*), which equaled publication. A unique official letter of the ruler sent to *kārum* Kanish, after stating that a recent verdict of the City concerning gold has been canceled, continues: "We have not fixed a (new) rule. The previous ruling (*awātum*) is still (valid) . . . In accordance with the words of the stela, no citizen of Assur whatsoever shall . . .; whoever does so shall not stay alive." It clearly quotes a law with its heavy sanction. That this letter uses the first person plural, suggests that City and ruler together were responsible for "fixing rules" and probably also for publishing them as laws.²³

On the colonial level, *kārum* Kanish could also issue orders (*awātum*), but its authority probably was limited to practical administrative matters (e.g., the rate of interest among Assyrians) and to issues directly related to the trade, probably in consequence of appeals (e.g., the prohibition on selling goods to an Anatolian official before he has paid his debts to a trader).

¹⁷ kt n/k 512:8f. mentions legal action "in the City, in the assembly, during a trial, with the help of witnesses."

¹⁸ See Veenhof, "Legislation . . .," 1721.

¹⁹ KTS 2 64:2f.: *ālum saher rabī*.

²⁰ See Garelli, *Assyrians* . . ., 329–40.

²¹ KTK 20:25 and kt m/k 14:12; see Larsen, *City-State* . . ., 165.

²² Veenhof, "Legislation . . ."

²³ For the sources, see Veenhof, "Legislation . . .," 1732ff., and for "fixing a rule," Veenhof, "Isurum . . ." esp. 328f.

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²² Veenhof, "Legislation . . ."

²³ For the sources, see Veenhof, "Legislation . . .," 1732ff., and for "fixing a rule," Veenhof, "*Isurtum* . . .," esp. 328f.

2.1.5 *The Administration*2.1.5.1 *The City*2.1.5.1.1 *Assur*

There is much evidence for the City Assembly's function as a court of law and as a body which issued binding orders (*awāt ālim*) and instructions (*tērtum*). The assembly could deal with various aspects of the trade (articles not to be traded in, their relative quantities, settling accounts)²⁴ but also with the contribution to be paid by the colonies for building the wall of Assur.²⁵ The City's administrative authority over the colonies was maintained by official letters and by visits of the "Envoys of the City" (*šiprū ša ālim*). They were involved in diplomatic contacts with the Anatolian rulers, but could also interfere in matters concerning Assyrian traders, probably on the basis of a decision of the City Assembly.²⁶

In the economic life of Assur the "City house" (*bēt ālim*) played a very important role in collecting taxes, fees, and debts (the result of unpaid taxes and credit sales). Its head was the *limum* (the institution is also called "*limu*-house"), a title we cannot translate. He was designated by drawing lots, served for one year, and gave his name to that year, the reason why we call him "year eponym."²⁷ From the legal point of view, these institutions were important, because many letters and records deal with debts to the "City-house" and report about the powers of the *limum* (and his "inspectors," *bērū*), no doubt backed by the authority of the City, to enforce payment, which ranged from sealing the debtor's residence (hence freezing his assets) and confiscating valuables to selling the house.²⁸

2.1.5.2 *The Colonies*

In Anatolia, the Assyrian administration comprises both the small "trading stations" (*wabartum*) and the colonies (*kārum*). The colonies were autonomous vis-à-vis the local rulers and palaces as to admin-

²⁴ See Larsen, *City-State* . . . , 172; Veenhof, "Legislation . . .," 1736; AKT 3 73:23ff.

²⁵ TC 1 1, see Larsen, *City-State* . . . , 163f.

²⁶ In CCT 4 7c, they open a trader's sealed strongroom in order to inspect its contents.

²⁷ Larsen, *City-State* . . . , 123 (pt. 2, chap. 3 of his book is an analysis of the institution); Veenhof, *Year Eponyms* . . . , chap. 4.

²⁸ See, e.g., the letters TPK 1 26 and 46.

istration and jurisdiction and were left alone if they did not infringe upon the stipulations agreed in the treaties. The Assyrian system itself was hierarchical, with *kārum* Kanish (itself under the City of Assur) at the top. But there existed a measure of autonomy (which implied self-help) in commercial and judicial matters. *Kārums* could pass verdicts and levy taxes, and during private summons or trials, people could appeal to *kārum* Kanish.

The administrative functions were concentrated in the "*kārum* house," which must have had its own archives.²⁹ There the assembly of the *kārum* met, and its administrative tasks were performed by its members according to a rotation scheme, which remains to be reconstructed. It involved functionaries called *limum* (attested mainly in financial transactions of the *kārum* house) and "week eponyms" (*hamuštums*), best known from datings, but also mentioned in the "Statutes of the *kārum*." The *kārum*'s secretary ("scribe") also played an important role in the running of the assembly.

2.1.6 *Courts*

In the Old Assyrian system, there was jurisdiction on three levels: by private summons and arbitration, by colonial courts, and by the City Assembly.

2.1.6.1 *Assur*

In Assur, the City Assembly together with the ruler³⁰ constitutes the highest court, to which one may appeal from a decision by a "colonial" court, with the words "Bring my case to the City and my Lord!" (EL 253:19' and 325a:18f.). Alongside the City Assembly a few times we meet "the Elders" (*šībūtum*) as a body which passes verdicts.³¹ Verdicts, which never mention names of judges, were sent to Kanish as letters of the ruler (designated as *waklum*, "overseer," see 2.1.1). They are sometimes called "verdicts of the City" (*dīn ālim*). The City could appoint small committees (usually consisting of three to five persons) to handle specific cases, such as the "five-men committee" which in EL 244 issued an order and in EL 283 gave a verdict. It also delegated single persons, called "he who solves the

²⁹ TPK 1 193, and see Veenhof, "Archives . . ."

³⁰ They function as a single body: see EL 326:36f. and CTMMA 1 84:70 and 102.

³¹ E.g., in AKT 3 37, TC 1 18:3ff., and kt c/k 261.

case" (*pāšīr awātim*), whose task it was to work out or implement solutions.³²

2.1.6.2 *Anatolia*

In Anatolia, the assemblies (*puḫrum*) both of colonies (*kārum*) and "trading stations" (*wabartum*) passed verdicts (e.g., EL 282; on final and provisional verdicts, see 3.4 below). That of *kārum* Kanish must have been the highest judicial authority. Kanish asks other colonies to assist in the forced transfer of persons who have to appear in court there,³³ gives instructions to other *kāruns* about the handling of a case,³⁴ and cancels a decision of another *kārum* (kt k/k 118, unpubl.). Numerous depositions in court and verdicts are explicitly said to be the result of judicial activity of "the plenary *kārum*" (lit. "big and small"). There are a few cases where persons involved in a legal conflict declare: "Bring my case to the plenary *kārum*!"³⁵ (see 2.1.3 above). According to text 1 of "the Statutes" the secretary of the *kārum* is not allowed "to convene the plenary assembly without the consent of the majority (*nam'udum*) of the 'big' men," who have to evaluate (*amārum*) a case to decide whether it requires a meeting of the plenary assembly. For passing verdicts or "solving" (*pašārum*) cases the council of the "big men" is divided into three groups. If they fail to reach a decision, the plenary assembly will be convened and divided into seven groups to reach a decision by majority vote.

Most verdicts we have are by the "plenary *kārum*," we do not know who passed verdicts which are simply said to be "of the *kārum*." A few texts also mention a "trial/verdict of traders" (*dīn tamkārūtīm*),³⁶ Small trading stations, occasionally even a group of traders called "those living in . . .," could pass verdicts together with "those who pay the *dātum* contribution" (see 2.1.3 above) and/or "those who travel to the City" (*ālikūša ḥarrān ālim*).³⁷

³² Attested in EL 327, kt n/k 147 (unpubl.), and AKT 3 37 (appointed by "the Elders"); see, for them, Larsen, *City-State* . . ., 191, 331.

³³ Larsen, *City-State* . . ., 255ff.

³⁴ KTK 1; see Larsen, *City-State* . . ., 259f.

³⁵ EL 320:34f. and 338:21ff.

³⁶ Attested in the text published in Matouš, "Tempel . . ." and probably in text 2 of the Statutes.

³⁷ See Larsen, *City-State* . . ., 275f., and Garelli, "Une tablette . . ."

Kārum courts, just like the City Assembly, could appoint single persons (members?) called "he who solves the case" (*pāšīr awātim*: EL 275, 278, and kt a/k 503, unpubl.).³⁸

2.1.6.3 *Judges*

Members of the *kāruns* and of the City Assembly functioned as a court. They typically "sit" when they take the bench and the causative stem of this verb, "to make someone sit," is used for "to start a formal trial."³⁹ Most occurrences of the term "judges," however, are in depositions, in which usually three or more "judges" report, in the first person singular, on their activity.

3. LITIGATION

3.1 *Parties*

Litigants usually are Assyrian men but sometimes Anatolians (EL 251 with ICK 1 61) and women.⁴⁰ EL 292 records a lawsuit where one of the parties is "the wife of U.," whose husband "was present" (*wašab*) during the proceedings.

In a society of overland traders originating from Assur, partly settled in Anatolia and regularly absent on business journeys, representation by close relatives or business partners in judicial matters is common (EL 238, 243, 265, 301, 332). This was also necessary for women living in Assur during cases tried in Anatolia. Parties, moreover, could be represented in court by an "attorney" (*rābišum*), hired in Assur (EL 325–326, 338, 340; Kienast ATHE 23, etc.). Not only natural persons but also the *kārum* organization as such could be a party to litigation.⁴¹

³⁸ The Statutes (text 2, lines 4ff.) also use the phrase "to solve a case" to describe the activity of the *kārum* court.

³⁹ For examples, see CAD A/II, 405, b.; see also ll. 57ff. of the Erishum inscription (1.6b). See also Veenhof, "Private Summons . . .," 445ff., type 4.

⁴⁰ See, e.g., Garelli, "Tablettes . . .," III, 124 no. 6; AKT 3 94; TC 1 3; an Anatolian woman (presumably the widow of an Assyrian trader) in EL 303.

⁴¹ Kt n/k 203 is the unpublished record of a sworn deposition presented in court by people "seized" (as witnesses or arbitrators) by the *kārum*.

3.2 Procedure

3.2.1 Private Summons and Arbitration

The first phase of formal proceedings⁴² consisted of “seizing” (*šabātum*) one’s opponent in the presence of witnesses, to confront him with a claim and to hear his rebuttal. Occasionally, the “seizure” was mutual⁴³ or could lead to legal action by the person seized (EL 241); a claim could trigger a counter claim.⁴⁴ “Seizing/holding somebody’s hem” (*sikkam šabātum/ka’ulum*) meant that the person seized could not leave, usually until satisfaction or security had been provided. The person seized could apply to a court to end the seizure (“to release” *waššurum*).⁴⁵

A next or different step was that both parties, usually by mutual agreement (*ina migrātišunu*), seized “judges” (arbitrators) “to judge their case.” These judges normally first had the parties swear an oath, presumably to ensure acceptance of their judgment, and their activity was also recorded in first person depositions.⁴⁶

Most records of the activities of the persons seized as witnesses, arbitrators, and the like, are in the form of a deposition under oath (“before the dagger of Assur,” “in the gate of the god”), submitted to a *kārum* court, as their last sentence states: “For this case the *kārum* gave us and we gave our testimony before Assur’s dagger.” This means that during a formal trial before the *kārum* those who had played a role (as witnesses, arbitrators, etc.) in earlier but failed private attempts to solve a conflict were summoned to give testimony on what had happened during those preceding confrontations.⁴⁷

3.2.2 Trial by Court

3.2.2.1 Colonies or City?

The next stage was a lawsuit before a colonial court or the City Assembly in Assur. The relation between the two is not simple. Cases

⁴² See Veenhof, “Private Summons . . .”

⁴³ Expressed by the passive-reflexive stem *našbutum*, e.g., EL 263, 335, and I 727.

⁴⁴ In kt g/k 100, the parties, “in the gate of the god,” lodge claims (*rugummā’e nadā’um*) against each other (Balkan, “Contributions,” 409 no. 34); note also TC 3 79:22ff.: *riḡmātīm A u B riḡmūma*.

⁴⁵ For examples, see CAD S 254 s.v. *sikkum*. CCT 3 11 speaks of “seizing somebody’s hem and taking pledges as security,” TC 3 120 of detaining somebody for two months, and in VAS 26 118:11’ff., it leads to an appeal to a court.

⁴⁶ EL 268; ICK 1 38; KKS 4, etc.

⁴⁷ See Veenhof, “Private Summons . . .,” 452ff.

could come directly before the City, if an appeal was made in Assur, or one appealed to it from a colonial court (“Bring my case to the City and my Lord!” see 2.1.6.1). Cases triggered by the death of a trader were invariably tried in the City, since they required settlement, with all parties and evidence “assembled” there. Most trials were started and finished before a *kārum* court, but at some point, a “(strong) tablet of the City” (the result of an appeal) might intervene, without necessitating a transfer of the trial to Assur.⁴⁸

3.2.2.2 Self-help and “Attorneys”

Parties, at least at the beginning, had to rely on self-help. The plaintiff applied (*maḥārum, kašādum*) to the court and tried to “bring his opponent before the judges,” “to the *kārum*.”⁴⁹ According to the Statutes, the “big” members of the *kārum* had to evaluate a case to decide whether it warranted the convening of the plenary *kārum*. Once the case had been accepted, the plaintiff could receive help in two ways. A verdict of the City Assembly could authorize him, in order to “win his case,” to hire an “attorney,”⁵⁰ who could be empowered to inspect tablets or to summon and interrogate people, and could represent him in court. The *kārum* could assist him by ordering a person to appear in court, either by a verdict or simply at the request of the plaintiff, if he accepted responsibility for the measure (and its cost).⁵¹

3.2.2.3 Many trials were conducted in stages, marked by provisional verdicts (both in Kanish and in Assur) and separated by several months—the time needed for travel to collect evidence.⁵²

3.3 Evidence

3.3.1 Witnesses

Witnesses (*šībū*; rarely *mudē awātīm*, “those who know the facts,” or *ša pā’ē*, lit., “those of the mouth”)⁵³ were as important in the judicial

⁴⁸ But see EL 325–26 (add OIP 27, 60, as EL 325b).

⁴⁹ *ana dajjānē/kārim radā’um*, EL 325:43, 325a:11, CCT 5 7a:19f., 8b:18; BIN 6 69:21f. uses *warā’um*.

⁵⁰ For the “attorney,” see Larsen, *City-State* . . ., 175ff., Veenhof, “Miete . . .,” 182f., and 7.4 below.

⁵¹ See Larsen, *City State* . . ., 257ff.

⁵² Traveling to Kanish: EL 316, 2 months, ICK 1 86, 6 months.

⁵³ “PN, *mūdē awātīm* is present here . . . let him inspect the tablets” (I 441), and

system as in commercial life, where most transactions took place “in the presence of” (*maḥar*) witnesses. The court could appoint persons to accompany witnesses testifying under oath; they are called “those who heard their utterance” (lit. “mouth”) and they seal the envelopes containing the depositions made by the witnesses of fact.⁵⁴

Because traders were frequently absent, parties had “to look for” (*amārum*, *še’ā’um*) and “to secure” (*dannunum*) their witnesses in view of a trial, to make sure they would “turn up” (*elā’um*) and testify. Verdicts grant parties several months’ respite to find and produce them.⁵⁵ In such cases, parties had to mention the witnesses they intended to produce by name (*šībē zakārum*),⁵⁶ apparently because they were not allowed to produce surprise witnesses. Written depositions⁵⁷ could be sent overland; in such cases, the last line of the deposition (see 3.2.1) does not read “we gave our testimony” but “we gave a tablet” (containing our testimony).⁵⁸ We have also records of interrogation before witnesses or answers by one of the parties with the subscript “testimony.”⁵⁹

Normally, there were at least three witnesses per transaction or summons, and they presented one single deposition, sealed by all of them.⁶⁰ In the case of a lost deposition the various witnesses were asked to write down what they remembered in order to arrive at a single testimony;⁶¹ a plaintiff liked to adduce “witnesses in agreement.”⁶² If one or more witnesses were not available when the court requested their testimony, the testimony of “the majority” (*nam’udum*) was accepted.⁶³ But the names of their absent “colleagues” (*tappā’ū*)

the statement: “Look, these gentlemen here know that . . .” (TC 3 78:25). For *ša pā’e*, see EL 245:38, 293:7, and Balkan, *Letter* 17f.

⁵⁴ E.g., EL 243 and ICK 2 152.

⁵⁵ One year: kt n/k 41322; 6 months: TPK 1 189, EL 293; 3 months: KBo 9 27.

⁵⁶ TPK 1 189. See also EL 250 and AKT 1 74.

⁵⁷ See Veenhof, “Private Summons . . .,” 450ff.

⁵⁸ See EL 252:26; 332:50; KKS 5:18, etc. Witnesses might have to have their memory refreshed by being shown copies or excerpts of the records. They are said to “lie on” (*nālū*) the sealed tablet, perhaps indicating that they are “sleeping” and have to be activated.

⁵⁹ See EL 242 and 244. Some end with the words: “It is not a complaint; it is testimony” (*la rigmātum šibuttum*).

⁶⁰ See EL 286 and POAT 9, where one witness is reminded by his colleague of facts he did not know.

⁶¹ “May our word become one” (*awatni ana išlēt lītur*), kt 92/k 195 (unpubl.),

⁶² *šībū elamdūtum*, BIN 4 70:17f.

⁶³ TC 3 76, analyzed in Veenhof, “Private Summons . . .,” 455.

were carefully recorded, in particular when, as happened occasionally, only a single witness could testify.⁶⁴

3.3.2 *Written Documents*

Written evidence was as valid as oral, hence demands to “produce either witnesses or tablets” (EL 285:18f.; ICK 2 156:14f.; POAT 13:16f.); records speak of tablets that have to be “brought,” “shown,” or “heard.” Problems concerning written evidence regularly arise when a trader dies and his sons and heirs (who are responsible for his debts) are faced with “valid deeds” (*tuppum ḥarmum*) as proof of claims or debts about which they are ignorant and whose validity has to be checked by written evidence (the existence of a quittance annuls a debt) or witnesses.⁶⁵ The defendant or plaintiff usually is granted several months’ respite to produce evidence and if he does not succeed, the tablet is considered valid (“his tablet remains his tablet”). Verdicts by a *kārum* or the City may state that certain tablets are no longer valid.⁶⁶ Such tablets are said to “die” or “are killed.” Since the validity of a tablet depends on it being sealed by the person under obligation, the identification of his seal impression on the tablet was essential, and there are judicial records where this is done by relatives.⁶⁷

3.3.3 *The Oath*

For evidentiary oaths, witnesses and parties are “led down to the gate of the god,” to swear by/on the symbol/emblem of a deity. This usually happens at the order of the court, as the standard formula at the end of depositions by witnesses shows (see 3.2.1, end). We actually have verdicts of a *kārum* and the City where such oaths are imposed,⁶⁸ and they may have been sworn with “the three words of the stele,” which are still unknown to us.⁶⁹ Men had to swear “by/on the dagger (*patrum*) of the god Assur” and occasionally by/on other symbols or emblems of that deity.⁷⁰ Such oaths started with

⁶⁴ EL 256, 269, and 271–72.

⁶⁵ E.g., CCT 6 13b.

⁶⁶ EL 281; CCT 5 18a (verdict of a *kārum*); TC 3 275 (three tablets).

⁶⁷ See EL 293; Teissier, *Sealing* . . ., 43ff.

⁶⁸ TC 3 130, 271.

⁶⁹ See Veenhof, “Legislation . . .,” 1721f.

⁷⁰ Regularly, mainly in smaller colonies, by the god Assur’s *šugarri’ā’um* (see CAD

the invocation "Listen, god, lord of the oath."⁷¹ Women swore by/on Ishtar's symbol⁷² and invoked her with "Listen, Goddess, Lady of the oath."⁷³ The person to swear, according to some references, had "to grasp" or even "to produce (pull out?)" the divine attribute.⁷⁴

Such solemn oaths were sworn in the presence of (court) witnesses, "who heard their utterance,"⁷⁵ and were usually recorded in writing. Judicial records refer to them as "tablets with the oath of PN" (CCT 5 14b; kt 91/k 402). This applied in particular to oaths sworn by parties, which contain a series of statements (affirmative, negative, formal promises) whose wording seems to have been carefully formulated and written down by the judges, to prevent any ambiguity.⁷⁶ Such oaths and their complications were better avoided, hence promises in confrontations "to pay without trial, fight or oath" and the fear of being "seized for an oath."⁷⁷ Parties could reach an agreement at the last moment, even "in the gate of the god."⁷⁸

3.3.4 Ordeal

The river ordeal is mentioned once as a means of establishing the truth among Anatolians.⁷⁹ It is not attested among Assyrians.

3.4 Verdicts

Courts could render final verdicts, which "settled a case" (EL 273, 275–77), or provisional ones, which were either of a procedural nature (EL 278, 281) or conditional (EL 279, 334), when their validity depended on facts which still needed proof. Some verdicts were

Š/3 197b); rarely by Assur's *pirikkum/biriqqum*, perhaps his lion or lightning bolt (CCT 4 43a, BIN 6 97). See also Hirsch, *Untersuchungen* . . . , 66f.

⁷¹ EL 284; CCT 5 14b.

⁷² Called *huppum*, a tambourine or metal hoop; see Michel, "Serment . . .", 111f, and also kt 86/k 155.

⁷³ Kt a/k 244 (unpubl.).

⁷⁴ In I 681:25 a person, before swearing an oath, is "(ritually) purified" or "cleansed" (*gaddušum*).

⁷⁵ EL 243, ICK 2 152, etc.

⁷⁶ AKT 3 35 and 36; EL 284; CCT 5 14b, kt a/k 244; cf. BIN 6 29.

⁷⁷ POAT 1:22f., 14:26f.

⁷⁸ Kt 86/k 182. In kt 86/k 155, a last-minute agreement and refusal to swear the oath already formulated earns parties a fine to be paid to the *kārum*.

⁷⁹ In kt 93/k 145:26 (Michel-Garelli, "Heurts," 278; Günbatt, "River Ordeal . . ."). While Assyrians swear by the dagger of Assur, Anatolian citizens "go to the river ordeal" (*ana idim alākum*; suggestion of C. Günbatt).

therefore meant to (help to) establish facts, by carefully formulating an oath to be sworn (EL 281:14ff.), by authorizing a plaintiff to inspect tablets (EL 274), to enlist the assistance of an attorney (EL 327; ICK 1 182), by granting a party time to collect his evidence, or by forcing a person to appear in court, to give testimony, to answer questions, or to negotiate with his opponent (EL 282, 319; Kienast ATHE 23). Some verdicts, especially "procedural ones," obliged parties to start negotiations (*atwûm*) or to give an account to one's opponent (*awatam tadānum*),⁸⁰ with the obvious goal of reaching an agreement⁸¹ without further bothering the court.

A remarkable feature, totally absent in Babylonia, is that some verdicts of the City Assembly refer to "words on the stele," that is, to written, published law. These short references justify a verdict as the application of a legal rule and refer those affected by it to its written formulation.⁸²

Sanctions may be imposed for non-compliance, usually a fine (*arnum*)⁸³ consisting of a round sum or multiple compensation, a type of penalty also attested in private contracts. A verdict concerning forbidden trade in gold is exceptional in referring to a ruling of the law, which stipulates the death penalty for this crime.⁸⁴ Before the final verdict there must have been room for disagreeing with a decision,⁸⁵ but we also read that proceedings continue "in accordance with an earlier verdict."⁸⁶

4. PERSONAL STATUS

4.1 Citizenship

4.1.1 Assyrians

Old Assyrian society comprised free citizens ("sons of Assur"), usually referred to as *awīlum/awīltum*, and slaves. The colonies (in the

⁸⁰ AKT 2 21; Kienast ATHE 23; EL 250, 281, 319; I 445, etc.

⁸¹ *migrātum*; there are several records labeled "tablet of agreement," e.g., TC 3 216.

⁸² See Veenhof, "Legislation . . ."

⁸³ For fines, see EL 277, 325a:13f.; VAS 26 46:20ff.; I 478 (conditional fine imposed by the City Assembly; see Matouš, "Bürgschaft . . .") and CAD A/2, 297f. s.v. *arnum*, 2a.

⁸⁴ See Veenhof, "Legislation . . .", 1733.

⁸⁵ ICK 2 141: "He refused the verdict of the *kārum*."

⁸⁶ "Earlier verdicts" are mentioned in AKL 1 74 and ICK 2 145.

Statutes) and perhaps also Assur itself distinguished between “big” and “small men”⁸⁷ and the “big men” might be identical with “the elders” attested for both (see 2.1.2–3 above).

In Old Assyrian society, women in many respects were equal to men in law. Husband and wife both had the right to divorce (with the same penalties, if demanded); daughters inherited just like sons (see 6.2.3). Women could appeal to a court of law (3.1), engage in business (loans, sales, trade, hiring people), and make their own testaments (6.2.1); they do not, however, appear as witnesses to contracts or to depositions under oath (3.3.1). The prolonged absence of husbands in Anatolia made many married women in Assur acquire more independence and responsibilities, including liability for their husbands’ debts. Many eldest daughters became *ugbaltu* priestesses and were economically independent.

4.1.2 Anatolians

Assyrian documents invariably designate Anatolians collectively as *nuā’ū* (“natives”). In Anatolian sale contracts (see 7.1.3 below), we meet two terms, *tusinnum* and *ubadinnum*, both collectives and designations of groups of men. Its members are called *awilum*; they also use *bēlu tusinnim*, “those belonging to the *tusinnum*.” These groups were probably bound together by profession, service duties, or locale but without evidence of kinship ties. Both can be further identified as belonging with or ranking under (lit. “that of . . .”) a high official, such as the chief vizier, the *alahhinnum*, or the general (*rabi sikkatim*).⁸⁸ They occur as groups who sell or witness the sale of slaves (free persons into slavery?) and houses and who might vindicate what is sold; in one instance, a man redeems himself by paying his price to the *ubadinnum*.⁸⁹ Anatolians could be subject to services duties (called *unuššum*)⁹⁰ and could be said “to (go) after” or “to be of/belong to” a high official.⁹¹

⁸⁷ See Larsen, *City-State* . . . , 288–93, and 2.1.3 above.

⁸⁸ In kt a/k 1263:4f.; see Günbattu, “Beş Tableti . . .,” 52.

⁸⁹ Kienast no. 12 (two men from the *u.* might vindicate a slave).

⁹⁰ See, for *unuššum*, which is the equivalent of Akkadian *ilkum* (both the service duty and the material compensation for it), Donbaz-Veenhof, “New Evidence . . .,” 151, n. 13 and Veenhof, “Care of the Elderly . . .,” 152, no. 8. For *ubadinnum*, related to Ugaritic *ubdy*, see Diakonoff, “Some Remarks . . .,” 38ff.

⁹¹ Note esp. kt g/t 36, published in Bilgiç, “Three Tablets . . .,” 127ff.

4.2 Slavery

4.2.1 Terminology

Slaves were called *wardum*, “slave,” and *amtum*, “slave girl,” by both Assyrians and Anatolians.⁹² The second term, however, is also used for free married women with a status lower than the main wife (*aššatum*; see 5.1.3 below). Slaves could also be designated by the collective *subrum*, perhaps originally a term for non-Assyrian chattel slaves.⁹³ Occasionally, the terms “boy” and “girl” (*ṣuḥārum*, *ṣuḥārtum*) may refer to young slaves.

4.2.2 Debt Slaves and Chattel Slaves⁹⁴

Most slaves owned by Assyrians in Assur and in Anatolia seem to have been (originally) debt slaves—free persons sold into slavery by a parent, a husband, an elder sister, or by themselves.⁹⁵

Debt bondage is clear from a few contracts that write that the sale was not “for” but “instead of” (*kāma*) a sum of silver, hence to cover a debt (see 7.3.1.3 below). Many slave-sale contracts stipulate that the seller (usually a parent, husband, or relative) can get the person sold back (“to take him along,” *tar’āum*) by an action described as “to redeem” (*paṭārum*), “to come back for” (*tu’ārum ana*), or simply “to seize” (*ṣabātum*), if a price was paid—sometimes the original sale price, more frequently double or even more.⁹⁶

There are also a few cases which consider the possibility or record the fact that a slave redeems himself (see 7.1.2.4 below). The possibility of redeeming a debt slave was limited in time, ranging from one month (Kienast no. 32, among Anatolians) to two (kt a/k 933, among Assyrians) and perhaps even four years.⁹⁷ As long as the people sold were debt slaves they enjoyed a certain protection,⁹⁸ after that they could be sold by the creditor/owner “where he liked,” even abroad (see 7.1.3).

⁹² See also Kienast, *Kaufvertragsrecht* . . . , 89–100.

⁹³ See Lewy, “*Subrum* . . .” The term must be related to the geographical designation *šubur*, *šubarum*.

⁹⁴ See, in general, Kienast, *Kaufvertragsrecht* . . . , 95ff., and the text editions on pp. 103–63, referred to here as “Kienast no.”

⁹⁵ See Farber, “*Hanum* . . .”; kt a/k 250 (text in Balkan, “Cancellation . . .,” 31, n. 14) and presumably LB 1218 (Veenhof, “Money-Lender . . .,” 292).

⁹⁶ See Veenhof, “Money-Lender . . .,” 297, and Kienast, *Kaufvertragsrecht* . . . , 76f.

⁹⁷ Kt n/k 71 (Donbaz, “*Ašēd* . . .,” 48).

⁹⁸ In LB 1218 (Veenhof, “Money-Lender . . .,” 292), maltreatment by the creditor/

Several Anatolian slave sales, which offer no protection to the slave sold and allow the new owner to sell him "as he wishes" or "on the market, if he wishes," must concern chattel slaves.⁹⁹

Manumission is rare but is attested in an adoption contract from Assur (see 5.2.2 below).

4.2.3 *Legal Capacity*

Slave girls could be used to produce children (in concubinage or formal marriage), if the principal wife was infertile (see 5.1.3 and 5.1.5 below).¹⁰⁰ Occasionally, slaves were engaged in trade, at times also by being hired out on behalf of their masters; when in TC 3 129 a slave does not pay his debt, his owner must be seized. Slaves are not attested as witnesses.

5. FAMILY

5.1 *Marriage*¹⁰¹

The records concern marriages between Assyrians and between Anatolians, as well as mixed marriages, and hence reflect different legal customs. Terms must also have varied as the result of negotiations, dependant upon the social position of the parties. Written contracts may have been drawn up in particular for non-standard situations which could give rise to later problems.

owner earns the right of redemption at the original price; in Kienast no. 27, the buyer "shall not sell her nor get rid of her."

⁹⁹ Kt 91/k 123; kt 87/k 303.

¹⁰⁰ In Kienast no. 2, a man sells a niece of her husband to a married woman, perhaps as a concubine?

¹⁰¹ Texts: AKT 1 76 and 77, EL 1-6, KTS 2 6 and 55, TPK 1 161, I 490, 513, and 703; kt d/k 29, kt v/k 147, kt 86/k 203. Further texts edited in Balkan, "Betrothal..." (kt i/k 120); Bayram-Çeçen, "6 Neue Urkunden..." (kt 88/k 269 and kt 78/k 176, verdicts); Donbaz, "Remarkable Contracts..." 80ff. (kt j/k 625; kt k/k 1, kt r/k 19); Garelli, *JCS* 3 (1959) 298 (CCT 5 16a); Ichisar, "Contrat de mariage..." (EL 1 with AO 7050); Lewy, "Institutions..." (I 490, ICK 1 3 and 32), Matouš, "Beiträge..." (I 513 and 702), Michel-Garelli, "Marriage Contracts..." (kt 90/k 108 and kt 94/k 149); Sever, "Ehescheidungsurkunde..." (kt n/k 1414); Sever, "Anadolu'da..." (kt 88/k 625); Veenhof, "Marriage Documents..." (kt 91/k 132 and kt 91/k 158+240). See bibliography in Rems, "Kleinigkeit..."

5.1.1 *Conditions*

Marriage was based on a prior contract between the groom and the parents of the future bride (several times her mother and/or brother) or the woman herself, if she was independent. It created betrothal (see 5.1.2 below), but whether all the terms were agreed at this stage is not clear. Assyrian marriages could be polygamous, insofar as the traders could have two wives, one in Assur and one in (a particular area of) Anatolia, but never of the same status and never in the same place. Concubinage (with slave girls) is attested. In most cases, husband and wife enjoyed equal status: both could divorce, and the penalties for breach of contract were identical for both.

5.1.2 *Betrothal and Marriage*

The first stage was a betrothal contract, arranged between the future groom (or his parents) and the parents of the girl,¹⁰² basically a mutual promise of a future marriage,¹⁰³ to be consummated when the girl had grown up.¹⁰⁴ KTS 2 55 states that a man will marry the (adopted?) daughter of two women (sic) and that both parties will have to pay a fine if they break the contract: the parents if they give their daughter to someone else, the man if he marries another girl. A man's refusal to keep such an (oral?) promise resulted in the verdict EL 275: "PN can give his daughter to whom he wishes" (complete text!). Two other verdicts,¹⁰⁵ which state that parents can give a girl to a husband of their choice, probably record the termination of an inchoate marriage, because in both the girl is already designated as "the wife of PN."¹⁰⁶

Marriage contracts usually offer no information on details such as payment by the groom, dowry, transfer of the bride, and so forth. Information on ceremonies and verba solemnina is equally lacking, but in a letter the intention to give a girl in marriage is expressed by the phrase "I will put a veil on the girl's head".¹⁰⁷

¹⁰² E.g., BIN 6 104; VAS 26 64.

¹⁰³ In kt 88/k 625, the brother of the bride states "you gave your word to my father, so marry your wife!"

¹⁰⁴ Balkan, "Betrothal..." 4, l. 4ff.

¹⁰⁵ Kt 78/k 176 and kt 88/k 1095.

¹⁰⁶ After a divorce, an independent woman "will go to the husband of her choice" (kt 91/k 158 + 240).

¹⁰⁷ AKT 3 80:22ff.

Payment of an agreed sum (in silver) to the parents of the bride, though probably customary, is mentioned only in TPK 1 161. The use of the words "the price for her" (*šimūša*)¹⁰⁸ is not convincing evidence for "marriage by purchase" (*Kaufehe*), also because a special term for bridal payment (like the Babylonian *terhatum*) is not used in Old Assyrian.

5.1.3 *The Status of the Women*

Six marriage contracts concern marriages between Assyrians. Others record mixed marriages and one a purely Anatolian one (KTS 2 6). In the Assyrian contracts, the bride can be married as *aššatum*, "wife," and as *amtum*,¹⁰⁹ which does not mean "slave girl," but refers to a status lower than that of an *aššatum*, (main/first) "wife." There are no indications that an *amtum* wife had fewer rights, but perhaps her children had if there were also children of an *aššatum*.¹¹⁰ Both Anatolian and Assyrian girls (I 490) could become *amtum* wives. The choice for a particular type of marriage was governed by two principles: (a) no two wives of the same status, and (b) no two wives, whatever their status, in the same area.¹¹¹ Hence an Assyrian *amtum* wife in Anatolia for a man who already has an *aššatum* in Assur (I 490), an (Anatolian) *aššatum* in Anatolia and permission to marry a hierodule (*qadišum*) in Assur (ICK 1 3), and an Assyrian *aššatum* in Anatolia, but no hierodule in the same area ("in Kanish and Nehria"; AKT 1 77).¹¹² Concubinage is attested in EL 287 (division of an inheritance), where one son has taken a slave girl "in concubinage?" (*ana ištariūtišu*), and his brothers acquire "each one of the slave-girls they have known sexually."¹¹³ A number of mainly Anatolian contracts simply forbid the marriage of "another wife" (*aššatum šanītum*).

¹⁰⁸ It also occurs in AKT 1 77 and kt n/k 1414.

¹⁰⁹ Kt d/k 29; I 490; ICK 1 32; TPK 1 161; 86/k 203. See also Westbrook, "Female Slave . . .," 230ff.

¹¹⁰ Assumed by Lewy, "Institutions . . .," 3f., but without proof.

¹¹¹ Very clear in the expression "he shall not make another wife dwell next to her" (*šaniṭam' išahatiša lā ušešab*; AKT 1 77 and kt 94/k 149, where the penalty for the groom is 5 minas of silver).

¹¹² For other permitted or forbidden polygamous marriages, see AKT 1 76; EL 1; TPK 1 161; kt 86/k 203 ("no *aššatum* in addition to his *amtum*"), and kt 94/k 149.

¹¹³ See Westbrook, "Female Slave . . .," 220f., but note that the last line of this contract has to be read "their offspring is also theirs" (*šunum[ma]*).

5.1.4 *Special Clauses*

Two contracts (I 490 and ICK 1 3) consider possible infertility of the wife. In both, after three or two years, she will (shall/can?) buy a slave girl to produce offspring in her place. In the second, she is entitled to sell the slave girl afterwards "where she wishes." Some contracts stipulate the right of the husband (who is a trader) to take his wife along (*radā'um* or *tarā'um*) on his journeys in Anatolia or "wherever he goes/wishes" (TPK 1 161; EL 1; kt 94/k 149), but (thus I 490) "he will bring her back with him to Kanish." EL 2 forbids a man to sell or pledge¹¹⁴ his newlywed wife. A husband is obliged to provide for his wife during his absence with money (copper) for buying food, oil, and wood and with one garment a year (the verdict kt 88/k 269).

5.1.5 *Financial Aspects*

The damaged contract kt 86/k 203:21 contains one of the rare references to the bride's "gift" (*iddinū*), made by her husband, "who brought her 60 shekels of silver, a house, and slave-girls"; when he divorces her, "(s)he will take her gift (back)." In j/k 625, the wife receives "her divorce money and her gift." Other references¹¹⁵ show that "gift" refers to a person's private property (once of a son), but there are no indications that it could designate a bride's "dowry." In the purely Anatolian contract KTS 2 6, "the house is their common property," "they will share poverty and wealth," and upon divorce, they will divide it.

5.1.6 *Divorce*

5.1.6.1 *Contractual Provisions*

Most marriage contracts impose a pecuniary penalty for divorce by either partner, ranging from twenty and thirty to three hundred shekels of silver.¹¹⁶ As a breach of contract, it is similar to marrying a second wife, hence in 86/k 203 the same, and in AKT 1 76, a single penalty "if he marries a second wife and divorces her." Some

¹¹⁴ Taking *urrubum* as "turn into an *erubbātu*-pledge," i.e., a person who enters the household of a creditor.

¹¹⁵ See Veenhof, "Care of the Elderly . . .," 150, n. 66, and also CCT 5 43a:29' (share in an investment!).

¹¹⁶ See AKT 1 76; CCT 5 16a; kt 91 k/132, I 490 and ICK 1 3.

contracts stipulate a single penalty for divorce and some other misbehavior; in 91/k 132 and d/k 29, for a "misdeed" (*šillatum*)¹¹⁷ of the wife; in 91/k 132, also for "maltreatment" by the husband. 94/k 141 (unpubl.) allows the husband to strip (*hamāsum*) his misbehaving wife of her clothes and chase her away naked(?). Kt 94/k 141 allows the husband who "hates" (*ze'ārum*) his wife to chase her away (*tarādum*), but he has to pay her divorce money.

5.1.6.2 Divorce Settlements¹¹⁸

The majority of divorces are consensual,¹¹⁹ but we also have divorce initiated by the husband (EL 4 and 5, ICK 1 32; 89/k 345) or by the wife (r/k 19). In purely Anatolian marriages, divorce takes place under the supervision of the local ruler or his second-in-command,¹²⁰ which suggests a form of public control. One Anatolian divorce contract bears the subscript "penalty/guilt (*arnu*) of N." (the husband).¹²¹ Among Assyrians, divorce was a purely private arrangement, before witnesses,¹²² but complications (concerning property, payments or the children) could be a reason to seek legal help. In kt 91/k 240, the divorce took place in the presence of people "seized" by the parties, probably as arbitrators. In EL 276, the verdict that a husband should pay his wife divorce money but obtain their three sons was pronounced by a *kārum* court. Payment of divorce money (*ēzibtum*) to the wife is mentioned in several settlements.¹²³

5.1.6.3 Property Settlements

In kt 91/k 240, an Assyrian couple balances assets and debts to arrive at the wife's divorce money. The Anatolian husband in EL 4 leaves his wife all his property but also the debts; in kt 89/k 345 the wife (who initiated the divorce) "pays 30 shekels of silver for the creditor"; in KTS 2 6, partners will divide the house which is their common property; and in kt r/k 19, the wife "takes her slave-girl

¹¹⁷ See, for its meaning, Veenhof "Marriage Documents..."

¹¹⁸ See esp. Rems, "Kleinigkeit..."

¹¹⁹ Expressed by the passive-reflexive stems of the verbs *ežābum*, "to leave," and *parāsum*, "to separate."

¹²⁰ The so-called notarization; see 2.1.1.2 above.

¹²¹ See Balkan, *Letter*, 45f.

¹²² I 513 states, "They (husband and wife) settled their case."

¹²³ EL 3; ICK 1 32; kt j/k 625; kt k/k 1; kt 91/k 240; the verdict EL 276. See also Rems, "Kleinigkeit...", 359ff.

and everything there is out of the house" but gives up her claim on the *tusinnum*.

5.1.7 Remarriage

Widows and divorcees can marry again. According to kt 91/k 240, the husband is free "to marry a wife of his choice," his wife "to go to a husband of her choice"; kt n/k 1414 specifies that the latter can be an Assyrian (*tamkārum*, "trader") or a native Anatolian.¹²⁴ Two verdicts¹²⁵ stipulate, as a result of a trial, that a wife's parents "as of today can give her to a husband (of their choice)."

5.2 Children and Adoption

5.2.1 Children

Upon divorce an Assyrian father seems to have kept his children if he met his financial obligations.¹²⁶

Children under their parents' authority could be pledged (given as *erubbātum*) and sold for their debts, also by mothers (widows?) alone. They occur many times in security clauses of Anatolian debt notes, where girls are mentioned as pledge (*erubbātum*) or the amount of the debt is said to "be bound" also to the debtor's children.¹²⁷ The Anatolian adoption contract EL 8 stipulates that the adoptive father may sell his son (only) in case of dire necessity, "if he becomes poor."

Assyrian sons and daughters inherit from their parents and have to care for them in old age and to bury them, but this duty may be assigned to one of them in connection with the division of the inheritance.¹²⁸

5.2.2 Adoption

Adoption is poorly attested, because adoptions would have occurred in Assur, where the documents would also have been kept. In the single contract from Assyria proper (a little later than the bulk of

¹²⁴ Remarriage probably also in EL 3:4; see vol. II, p. 168.

¹²⁵ Kt 78/k 176 and kt 88/k 1095.

¹²⁶ EL 276; ICK 1 32; EL 6; cf. EL 4.

¹²⁷ See Veenhof, "Money-lender...", 295ff.; Kienast, *Kaufvertragsrecht...*, 74ff., and CAD Š/2 sub *šerru* a, l'.

¹²⁸ Veenhof, "Care of the Elderly...", 126ff., 141ff., ad kt 91/k 389.

the texts from Kanish),¹²⁹ a presumably childless couple manumits and adopts a slave. Having served his parents respectfully all their life, he will inherit their property (a field and an ox). The penalty clauses provide that if the father reclaims him as a slave, he will pay a heavy fine; if the son offends and rejects his parents, he will be expelled and sold into slavery. In an unpublished late Old Assyrian adoption contract the adoptive son, as eldest heir (*aplum*), is promised a double share in the inheritance.

In EL 7, an Anatolian couple adopts a daughter (*ana mer'ūtim laqā'um*), who is married to their son. The young couple joins their parents' household, but if they "do not like it" any longer, their parents will provide them with a separate dwelling.¹³⁰ The adoptive son of EL 8 has to work for his parents' household, shares with them "anything there is," acquires part of the house (*dunnum*), and ultimately will "obtain" (*laqā'um*) their possessions. If "he hides anything" (of his earnings) or decides to live separately, he is fined and will be killed. The birth of a natural son of his parents has only financial consequences,¹³¹ and his own son will "obtain" (inherit?) the whole household."

5.2.3 Brotherhood

EL 8 has some similarity with a group of Anatolian contracts, where two to four young men are said to be each other's brothers (*athū*) and to share the household with an elder couple, designated as "father and mother."¹³² Some of the "brothers" probably were adopted sons. Clauses oblige them "to live together in one house, to earn money for the one house, to hide nothing, not to ask for a share (in the property)," subject to heavy fines. Only after the head of the family or both parents have died can the "single household" be broken up, "if they like it," and the property "be divided equally." The contracts also contain provisions about the shares of brothers who have died in the meantime, which may go to their wives or sons.

¹²⁹ Veenhof, "Adoption and Manumission . . ."

¹³⁰ In l. 6, read: *ē[huz]*, "he married," in l. 9, [*lā*] *tā'-bu-ū*, and at the end of l. 12, *ba-[tām]*, "separately" (collated).

¹³¹ The clause "6 shekels of silver will be available for *e-le-e*" is not clear.

¹³² See 6.2.7 below and the analysis in Veenhof, "Care of the Elderly . . .," 145ff.

6. PROPERTY AND INHERITANCE

6.1 Real Property

While there is ample evidence of ownership of houses by Assyrian traders, there is none for fields.¹³³ Neither in Assyria nor in Anatolia are there conveyances of fields, and fields are also absent from last wills and lawsuits involving inheritance. In Assur, traders invested rather in expensive houses, which could be pledged or put up for sale when they ran into financial problems. Ownership of fields in Anatolia is attested for the local population (sold, pledged, inherited) but not for Assyrians, not because of a legal prohibition,¹³⁴ but because investment in commercial activities was much more profitable. Among Anatolians, fields were sold (see 7.1.4 below), offered as security (TC 3 238:9f.), and inherited.

6.2 Inheritance

Our knowledge of inheritance law is based on a few testaments and scattered references in letters and records. The relationship of the testaments to traditional law is difficult to discern: they may, for example, have ameliorated the entitlements of women. The most detailed, "Tablette Thierry," moreover, is a special case, since the testator did not have children of his own and divided his property between his (half) sisters and (half) brothers.¹³⁵

6.2.1 Testaments

Property was inherited on the basis of "testamentary dispositions" (*šimtum*, *šimti bētim*) made by its owner before his death. Women could also make testaments, but the cases we know concern widows.¹³⁶ In nearly all cases where a division of a paternal estate (*bēt abim*) is at

¹³³ For a single exception in a somewhat later deed of adoption, where the adoptive son will inherit his father's field, see 5.2.2 above and Veenhof, "Manumission . . ."

¹³⁴ As suggested by Kienast, *Kaufvertragsrecht* . . ., 6.

¹³⁵ Garelli, "Tablettes . . .," III, 131f.; I follow the interpretation of Wilcke, "Testamente . . .," 204ff., who assumes that the testator's father had married twice and divided his inheritance between sons, his (half) brothers and (half) sisters. See also Veenhof, "Care of the Elderly . . .," 139f.

¹³⁶ Kt 91/k 453, the testament of Ištar-lamassī. In kt 91/k 423, this lady, "on her deathbed" and in the presence of witnesses, actually divides her assets among her sons and the amounts of silver given to two of them match those mentioned in her testament. See, for these records, Veenhof, "Care of the Elderly . . .," 137f.

issue, the existence of a testament is mentioned or implied. EL 287, the division of an inheritance agreed upon before thirteen witnesses ends with: "All of them have divided (the estate) in accordance with their father's testamentary dispositions." The fact that a trader had died "without having made his testamentary disposition" is noted in a letter (BIN 6 2).¹³⁷ The document was formally opened and read in the presence of all the heirs (see AKT 3 94:24ff.).

6.2.2 *Inheritance Rules*

EL 287, "Tablette Thierry," and kt o/k 196c¹³⁸ show that the testator could appoint more heirs than his wife, sons and daughters, but we do not know how wide he could draw the circle. An unpublished, somewhat later Old Assyrian adoption contract stipulates that the adoptive son, as oldest heir (*aplum*), will receive a double share, a practice also attested for the Anatolian milieu (see 6.2.7 below), but there is no evidence for this rule in the divisions actually recorded.

The end of "Tablette Thierry" lists three persons (including a scribe) called *bēl šīmātia*, and in I 705, two heirs "acknowledge the acquisition of shares of their father's estate" before the *bēl šīmātīm*. Garelli understands the term to mean "executors"; Wilcke, "witnesses to the testamentary disposition."¹³⁹

6.2.3 *Heirs*

Both sons and daughters shared in the deceased's estate, as is clear from records where his investments in other traders' capital are divided equally between all his children.¹⁴⁰ Kt o/k 196 shows the order in which the heirs receive their shares and the privileged position of the eldest son. First the widow, then the eldest son, who will inherit what his mother "leaves behind" (*warkassa*), then the (eldest?)

¹³⁷ BIN 6 2:4ff.; cf. EL 244.

¹³⁸ See Albayrak, "Altassyrisches Testament . . .," with Michel, "A propos d'un testament . . ."

¹³⁹ Garelli, "Tablettes . . .," III, 135:53; Wilcke, "Testamente . . .," 196, n. 1, where he suggests that the oath was used to contest the validity of the testamentary disposition. The unopened envelope of a testament, kt 91/k 396, proves that it was sealed by the testator and by witnesses.

¹⁴⁰ There is ample evidence of such divisions between the five children (four sons and one daughter) of Pušuken; see AKT 1 11; Kienast ATHE 33; EL 310; CCT 5 11a and 21a; TC 3 274; etc. In AKT 3 94, a daughter and heir appeals to the City, because she wants to know her father's last will, perhaps afraid that her brothers will cheat her.

sister ("she will take her first share"), and then fixed shares for the other sons who have not received a house. Remaining assets with be divided in equal shares (*mutta mutta* "half and half") among all the heirs. In kt o/k 30:22f. a woman states that "on the basis of the last will, a sister has sisterly(?) power of disposition" and intends to open her sister's last will.¹⁴¹ Frequently the (eldest?) daughter, who had become a priestess (*ugbaltum*) and thus was unmarried and had to live independently, received additional items (e.g., ICK 1 12). The widow's share is also specified: e.g., in ICK 1 12 she inherits a house and money in the form of a debt note, in BIN 6 222 also slave girls and other items (broken). In kt o/k 196c:5f., the authority and life-long ownership of the widow is expressed by the formula "she is father and mother (*abat u ummat*) of her share of the silver," but the silver she leaves behind (*warkassa*) and her other possessions will go to the eldest son. ICK 1 12, after carefully itemizing what the women obtain, states: "the remainder of my tablets (debt notes), both in Assur and in Anatolia, belong to all my sons," and they are also "responsible for my debts." This seems to have been the rule and the sons' responsibility for their father's debts is clear from various judicial records.¹⁴²

6.2.4 *Implementation*

Complications with the implementation of testaments were not rare. In EL 287, a division is only possible after balancing debts and claims; the parties agree, inter alia, that three heirs "each will take one slave-girl with whom they have had intercourse (*lamādum*), which (whose value) will be deducted from their shares." Problems could arise when some heirs were present at their father's deathbed or had easy access to his testament and estate (usually in Assur) and others not, and also by the wish or need not to freeze all assets but to keep the commerce going and the capital flowing.¹⁴³ This meant that some heirs had to take decisions and use the assets without formal approval by the others, who also might not have a clear idea of the state of the deceased's finances. In addition, investors and creditors

¹⁴¹ In Assyrian, *aḫatum aḫat tabe'el*, quoted by Albayrak, "Altassyrisches Testament . . .," 19.

¹⁴² See also kt 91/k 389:9–11 (Veenhof, "Care of the Elderly . . .," 141f.); kt o/k 196c: 11ff.; CCT 5 8b:24–27.

¹⁴³ A fine example is the file published by Matouš, "Nachlass . . ."

of a dead trader would try to realize their claims. It is not surprising that some of the few references we have to Old Assyrian law ("the words of the stela") bear on the problems caused by a trader's death. The City apparently agreed on a standard rule that in such cases "nobody, either in Anatolia or in Assur, shall touch anything, all the silver shall be brought together in the City. Whoever took something shall give it back, who does not give back shall be considered a thief" (see 8 below).¹⁴⁴ Division of the inheritance was to take place as part of a final settlement, in the presence of all those involved, after liabilities had been met and claims collected.

6.2.5 Arrangements between Heirs

The division of an estate started soon after the death of the testator but could take time (occasionally a few years) to be completed. Secondary arrangements between heirs for redistributing shares in the testator's investments are attested, for example, receiving the house and contents in return for taking care of the mother's burial, expenses, and debts.¹⁴⁵

6.2.6 Anatolian Evidence

There is some evidence on inheritance law among the native population of Kanish, especially in some "brotherhood contracts" (see 5.2.3 above).¹⁴⁶ In text E, division of the estate will take place upon the death of both parents; in text D, apparently upon the death of the father, in which case the widow will receive a substantial gift and leave. In another case, she is entitled to continue to live in the house.

Some of these contracts stipulate that if the brothers wish to terminate the common household, "they shall divide equally" (*mithariš izuzzū*), but in text B, the oldest son receives "two shares," his younger brother one. In contract D, the youngest son receives something "extra, on top of his share," probably because he still has to acquire a wife.

¹⁴⁴ With slight variations, see Veenhof, "Legislation . . .," 1727.

¹⁴⁵ Veenhof, "Care of the Elderly . . .," 141f.

¹⁴⁶ See *ibid.*, 147ff., where the relevant contracts are numbered (A-K) and discussed.

7. CONTRACTS

The nature of the sources—archives of traders in a colony abroad—explains the absence or rarity of various types of contracts current in Mesopotamia proper, such as leases of houses and fields, herding, adoption, and the abundance, in great variety, of those recording commercial transactions, especially those concerning debts (e.g., resulting from credit sale and settlement of accounts, real loans, or "confirmations").

7.1 Sale

7.1.1 Sale Contracts¹⁴⁷

Most sale contracts concern real estate (mainly houses; sale of fields is only attested among Anatolians) and slaves, that is, goods acquired for long-term ownership, where a title deed is important. This was not the case with imported trade goods,¹⁴⁸ which changed hands rapidly, partly by cash sale (*ana itaṭlim*), partly by credit sale. The latter resulted in debt notes, which state the amount of silver due and the due date, and stipulate default interest.

Sale was an oral transfer before witnesses, completed by payment of the price, usually in silver (*ana kaspim tadānum*, "to hand over for silver"), which effected the transfer of ownership. Contracts state that the item has been sold, that the buyer has paid its price, and/or that the seller is satisfied (*šabbū*). The "completion clauses" known from Old Babylonian times are absent, but an unpublished sale of a house in Assur states that it was voluntary (*ina migrātim*). The price paid (usually in silver) is regularly mentioned (not in all Anatolian contracts) but without any qualification.¹⁴⁹ A symbolic act is

¹⁴⁷ See Hecker, "Kauf . . .," and Kienast, *Kaufvertragsrecht* . . . The latter edits the forty sale contracts known to him (103–63; pp. 85ff. present additional references to house sales), referred to here as "Kienast no." The number has now doubled: see Bayram-Veenhof, "Real Estate . . ."; TPK 1 157–160; VAS 26 100–101; Wilcke, "Drei Kültepe Texte . . .," no. 1; Müller-Marzahn, "Fünf Texte . . .," no. 4, etc. See also; Donbaz, "Ašēd . . ."; Günbattu, "Beş Tableti . . ."; Sever, "Köle Satışı . . ."; and TPK 1 157–60.

¹⁴⁸ Kienast nos. 33 and 34 in fact are debt notes, and nos. 35 and 36 (for textiles and donkeys) are quittances, resulting from sale on credit.

¹⁴⁹ The single mention of sale "for the full price" (*ana šim gamer*) is in a deposition (Mayer-Wilhem, "Altassyrische Texte . . .," no. 2) dealing with the sale of a slave, where only part of the price had been paid.

mentioned in a litigation record (kt 91/k 410), where in connection with the sale of a slave girl it is stated that "he cut the *hāmum* (*hāmam ibtuq*) in our presence."¹⁵⁰

7.1.2 Contracts could be drafted in a variety of ways, as a sale transaction (buyer bought object from seller for x silver) or a quit-tance (buyer paid x silver, the price, for object to seller; seller is satisfied [*šabbū*] with x silver, the price of object). Both can be formulated from the point of view of the buyer (verb *ša'āmum*, "to buy"), the seller (*ana kaspim tadānum*, "to sell"), or as a combination of both (seller sold object and buyer bought it for x silver). Assyrian sales regularly also state the result of the transaction: the slave/house (now) belongs to the buyer.¹⁵¹ Only Assyrian contracts drafted as quittances state that the seller is satisfied,¹⁵² but Anatolian contracts may use "to satisfy" (*šabbu'um*) as the only verb in the operative section.¹⁵³

7.1.3 Contingency Clauses

Their purpose is to protect the buyer against attempts to deprive him of his newly acquired property, except by way of redemption and/or at a stipulated price. Such attempts might be undertaken by a third party, who claims to have a title to the item sold or a claim on the seller, or by the seller (and his relatives or the social group to which he belongs), who tries to recover what he sold. For both actions, the verb "to come back" (*tu'ārum*) is most frequent; "to claim" (*baqārum*) is not used in Old Assyrian contracts.¹⁵⁴ There is more terminological variation in slave sales, where "to come back" may even imply redemption (see 4.2.2 above), a meaning not (yet) attested with houses. A measure of the City, called "the mercy of the god Assur," which allows indebted Assyrians to redeem their houses at favorable conditions,¹⁵⁵ is not reflected in the extant house sale contracts.

¹⁵⁰ See Veenhof, "Three Unusual Contracts . . .," no. 3, with comments.

¹⁵¹ With a house kt 87/k 282; kt 91/k 522; slave: Kienast no. 27; kt a/k 933 and 1277.

¹⁵² A good example of the full Assyrian formulary is kt 91/k 522: "The house which A and B sold for 2 1/2 minas of silver to C, A and B are satisfied with the price of their house; the house now belongs to C. If anybody claims the house from C, A and B will clear her."

¹⁵³ E.g., Bayram-Veenhof, "Real Estate . . .," 97, no. 4, and kt 80/k 25.

¹⁵⁴ Kienast's reading *ibaggar* in no. 13B:7' is a mistake for *ipattar*, and read *niptur* in BIN 4 65:42 (cited in his note 78).

¹⁵⁵ TPK 1 46; see Veenhof, "Redemption . . ."

"Coming back" occurs in various constructions, "because of" (regularly with slaves), "against/for (*ana*) the item sold," or "against (*ana*) the buyer"; in most cases, we can translate by "to claim" or "to vindicate." Claims by previous owners of houses are simply forbidden in Assyrian contracts.¹⁵⁶ Anatolian contracts impose heavy fines (ranging from one to ten pounds of silver) to be paid to the new owner,¹⁵⁷ once in combination with a death penalty.¹⁵⁸ "Coming back" by sellers, usually parents or relatives, in order to redeem a person sold is acceptable, if the buyer is indemnified by the purchase price or its multiple (see 4.2.2 above). Claims by others are usually forbidden or subject to a fine, but occasionally the claimant of a slave, presumably a relative or former owner, can "take him along" (*tar'āum*) after paying the sale price.¹⁵⁹ This shows that terms could vary, possibly owing to the bargaining power of the parties, and that buyers, probably creditors, were ready to convert the slave into silver by selling him for a fair price. The standard rule is that the seller has "to clear" (*ebbubum*, *šahhutum*) the buyer or the object bought when it is vindicated by a third party, hence refute the claim by confirming the legitimacy of the sale or satisfy those who have a justified claim. In one instance (TPK 1 157), a guarantor has this duty, which suggests a forced sale by a defaulting debtor.

Vindication could be based on postulated ownership¹⁶⁰ or on financial claims on the seller and, hence, on his property. Most contracts, in order to cover all possibilities, make the seller simply promise protection against "anyone who might come back," but some Anatolian sales, both of slaves and houses, explicitly mention claims by the seller's creditors.¹⁶¹

Anatolian sales occasionally specify that the buyer or the item sold is also protected against claims or vindication by the *tusinnum* and the *ubadinnum*, two Anatolian terms for groups of people or social organizations (see 4.1.2 above). Lewy, followed by Kienast, took the first as "redeemer,"¹⁶² but the word is a collective.¹⁶³ The basis for

¹⁵⁶ Kienast no. 1.

¹⁵⁷ Kienast nos. 7, 16, and 31; kt d/k 5, a rare field sale.

¹⁵⁸ Kt n/k 31 (with "ratification" by the ruler).

¹⁵⁹ E.g., Farber, "Hanum . . .," where the *tusinnum*, a creditor, or her husband may vindicate the woman sold.

¹⁶⁰ E.g., kt 91/k 286: "that slave-girl is mine!"

¹⁶¹ See, e.g., Kienast nos. 5, 9, 29, and 32, and Farber, "Hanum . . ."

¹⁶² Lewy, "Old Assyrian Documents . . .," 100ff.; Kienast, *Kaufvertragsrecht* . . ., §82.

¹⁶³ Farber, "Hanum . . .," 200f. In VAS 26 100:13f, 101:10', and kt 87/k 312 (courtesy K. Hecker).

vindication by (members of) a *tusinnum* seems to be that the person or house sold belonged to this group or organization, which wants to recover him or it, but what the *tusinnum* was is not yet clear. This is also the case with the *ubadinnum*, which also figures as the seller of a house and a slave.¹⁶⁴

Some slave sale contracts contain terms delimiting the right of the new owner to sell the slave. He may be authorized "to sell the slave as he wishes," even on the market,¹⁶⁵ but occasionally only if the slave misbehaves.¹⁶⁶ Limitations may apply to the purpose (once: not for the debts of the family) and the area of the sale, the latter apparently to prevent the slave from turning up again in his homeland, which might lead to claims or problems. One contract forbids sale in Kanish and its territory, and the buyer promises to bring the slave girl across the Euphrates. In other cases, sale to people of Talhad (in northern Syria) is allowed or suggested, hence a sale abroad, which obviously turns the debt slave into a chattel slave.¹⁶⁷

Of the rare Anatolian field sales, one is conditional (see 7.1.4), the other stipulates that buyer and seller are jointly entitled to the available irrigation water.¹⁶⁸ Breach of contract (*nabalkutum*) by the buyer is penalized with a payment equal to the purchase price, but by the seller, with a double payment.

7.1.4 Redemption¹⁶⁹

Redemption (*paṭārum*) of family members, slaves, or houses sold (usually by defaulting debtors), regularly mentioned as a possibility in the contingency clauses of sale contracts, is attested in a few contracts. It can be done by the object of sale himself (Kienast no. 11, from the *ubadinnum*),¹⁷⁰ or by others (Kienast no. 9), which may result

¹⁶⁴ In kt v/k 152 (courtesy V. Donbaz) and kt f/k 79 ("ubadinnum of the fuller(s) of the ruler").

¹⁶⁵ See Veenhof, *Three Unusual Contracts . . .*, no. 2 (also on the role of the market in slave sale), and Hecker, "Über den Euphrat . . .", nos. 1–3 (no. 3 states: "I can keep or sell the slave, as I wish").

¹⁶⁶ If "she commits a punishable misdeed," Kienast no. 10, "if she is quarrelsome," kt j/k 288, etc.

¹⁶⁷ See Hecker, "Über den Euphrat . . .", no. 6; Veenhof, "Three Unusual Contracts . . .", comments on no. 2; and Kienast no. 32 (if the debt slave is not redeemed within one month).

¹⁶⁸ Kt o/k 52; see Albayrak, "Kültepe kelimesi . . .", 308.

¹⁶⁹ See 4.2.2 above and 7.3.1.3 below.

¹⁷⁰ This possibility is considered in kt c/k 1340 (Balkan, "Cancellation of Debts . . .", 30, n. 12).

in an (interest-bearing) debt to the redeemer,¹⁷¹ to be paid or (rarely) worked off (in five years, TPK 1 156; see 7.6.1). In Anatolian deeds, a heavy fine in silver and the death penalty is imposed on whoever vindicates the person redeemed, especially those who had first sold or bought him.¹⁷² A unique case is the conditional sale of a "field in cultivation," which the Anatolian buyers will cultivate for five years, during which period the sellers can get their field back at the original price.¹⁷³ It is a forerunner of similar Middle Assyrian "restricted conveyances" for long-term antichretic usufruct of fields, which if they are not recovered, become the full property of the creditor.

7.2 Debt

Since most contracts are short and laconic, and all use the formulation, "C(reditor) has a claim of x on D(ebtor)" (x C *iššēr* D *išū*), the origin and nature of the liabilities frequently are not clear. Those related to trade record claims due to sale on credit and commercial loans, but we also meet debts resulting from balancing accounts and unpaid dues, profits, or shares in expenses.

7.2.1 Types of Debts¹⁷⁴

All manner of debts are called *hubullum*, which usually implies the obligation to pay interest, but the word is also used for debts resulting from sale on credit, where only default interest is due. While *hubuttatum*, well known in Old Babylonian, is absent, Old Assyrian uses *ebuṭtum* (frequently in the plural) for a type of substantial, long-term investment loan, whose characteristics still need further analysis.¹⁷⁵ A similar meaning has to be assumed for *būlātum*, literally "(capital) put at somebody's disposal." Existing financial liabilities of all kinds are usually described by stating that a creditor has goods/money "in the heart of" (*ina libbi*) his debtor.

¹⁷¹ Ka 1096, Donbaz, "Kanwarta . . ."; also kt 89/313.

¹⁷² In kt 89/k 371 (Donbaz, "Remarkable Contracts, II . . .", 139), a couple probably redeems a daughter, and the sellers are all their creditors (*bēl hubullišunu tamkārišu*) and those forbidden to "come back" on the redeemers ("the *ubadinnum*, *tusinnum* or his creditor, or anybody else").

¹⁷³ See Bayram-Veenhof, "Real Estate . . .", 92ff., no. 1.

¹⁷⁴ See Veenhof, *Aspects . . .*, 419ff.

¹⁷⁵ See Derckson, "Financing . . .", 97f. The remarks in CAD E 21, discussion section, require correction.

7.2.2 *Interest*

On debts with a fixed term and resulting from sale on credit, the only interest due is default interest. Real loans, taken out by traders in Assur and also attested in Anatolia, even with native moneylenders, are interest-bearing. For Assyrians, the standard rate of interest, fixed by "order of the *kārum*," for both default and normal interest, was 30 percent per year, but lower rates occur, especially between business associates. Anatolians usually were charged higher rates, frequently 60 percent, by both Assyrians and fellow Anatolian moneylenders.¹⁷⁶ Persons who had to take out a loan in order to be able to pay as guarantors, according to a provision in the laws, were entitled to take "interest and interest on interest" from their debtors.¹⁷⁷

7.2.3 *Repayment*7.2.3.1 *Due Date*

The time of repayment can be fixed as a time limit, "within/not later than (*ana*)" x weeks,¹⁷⁸ months or (rarely) years, as "at its (agreed/normal) time" (*ana ettišu*),¹⁷⁹ and rarely "when the creditor asks it."¹⁸⁰ Payment terms usually do not exceed one year, except for *ebuṭṭū* loans and with payment in annual installments. Payment dates can also be indicated by reference points, which in Assyrian contracts are usually related to the practice of the overland trade: "when he arrives/comes up from the City/when the caravan comes in."

Contracts with Anatolian debtors mention as reference points a whole range of events in the agricultural year and a number of seasonal festivals of local gods.¹⁸¹ A few such loans also contain the clause that the debtor has to pay "(even) when the ruler (variant: one) washes away the debt."¹⁸²

7.2.3.2 *Negotiability*

Many Assyrian debt notes do not mention the name of the creditor but simply write "the creditor" (*tamkārum*), presumably in order

to make collection by others or cession of the claim possible. This is clearly the case in debt notes which add the words "the bearer (once: holder) of the tablet is the creditor" (*wābil ṭuppiṣi šut tamkārum*).¹⁸³

7.2.3.3 *Proof of Payment*

Upon payment, the debtor is entitled to get back "his tablet" (on which his seal has been impressed) in order to "kill" it, which primarily means cancellation, presumably by means of physical destruction, at least of the sealed envelope, which lends the contract legal force.¹⁸⁴ If only the capital (*šimtum*) is paid, the creditor may keep the tablet until he has received the interest (EL 298). When a debt is paid without the original debt note being returned (payment to a representative of the creditor or without access to the original debt note) the recipient of the payment issues the debtor (or his representative) with a quittance ("tablet of satisfaction," *ṭuppum ša šabā'ē*) as proof of payment, which in due time he can exchange for his original debt note, "whereupon both tablets can die."¹⁸⁵ Such quittances (EL 191ff.) usually add that "the tablet of the debt of D which turns up, is invalid (*sar*).¹⁸⁶" The debt note had to be returned to the debtor, who is the only one entitled "to kill" it.

7.2.3.4 *Default*

A creditor could summon his defaulting debtor (or have him summoned by a representative)¹⁸⁶ in order to make him acknowledge his debt and pay, enforce an arrangement, or acquire a security (see 3.2.1 above). Problems with such debtors in Old Assyrian gave rise to a new type of record, which I call "payment contract." If the debtor refused to pay or did so under protest (denying his debt, claiming his term was not yet over, that payment already had been made to somebody else, etc.), while neither he nor the creditor could

¹⁷⁶ See Garelli, *Assyriens* . . . , 384.

¹⁷⁷ See Veenhof, "Legislation . . .," 1722f.

¹⁷⁸ See Veenhof, "Seven-day Week . . ."

¹⁷⁹ For this expression, see Landsberger, "Verkannte Nomina . . .," esp. 62ff.

¹⁸⁰ TPK 1 96.

¹⁸¹ See Landsberger, "Jahreszeiten . . ."; Matouš, "Anatolische Feste . . ."; Bayram, "Kültepe Tabletleri . . ."; Donbaz, "Aşed . . ."

¹⁸² See Balkan, "Cancellation of Debts . . .," and 7.3.6 below.

¹⁸³ See Veenhof, "Modern Features . . .," 351ff., and "Silver and Credit . . .," 5.

¹⁸⁴ I 446:33ff. states that in such a case "one tablet smashes (*maḥāsum*) the other." Survival of debt notes in the archive of a creditor may indicate unpaid debts, but when they are without an envelope, it may reflect the custom of destroying validating envelopes and preserving tablets for administrative reasons. See, for this issue, Veenhof, "Archives . . .," 5.1.

¹⁸⁵ See Veenhof, "Dying Tablets . . .," 46ff. (CCT 3 45a:13ff. and 4 16a:25-32). The survival of quittances shows that their exchange for the debt note might not always take place.

¹⁸⁶ See Veenhof, "Memorandums . . .," 12, ad CCT 2 8.

prove their claim, "hard words" would be spoken (*dannātam qabā'um*). This implies that a contract (*tarkistum*) is made (letters speak of "taking a *tarkistum* against somebody") that if either can prove his claim or disprove that of the other, the loser will pay (back) double or triple (*šušalšum*),¹⁸⁷ without further legal action (TC 3 263).¹⁸⁸

7.2.3.5 *Joint Liability*

A legal device frequently used in dealing with a plurality of Assyrian and, in particular, of Anatolian debtors (including married couples), is to make sure that the whole sum could be claimed from whichever joint debtor was available (*kīnum*) and able to pay (*šalmum*). This is usually expressed by stating that the debt "is bound to the person of whichever of them is solvent and reliable/available" (*ina qaqqad šalmišunu u kīnišunu rakis*). In debt notes of Anatolians, in order to increase the security, the wife and children of the debtor may be registered both as joint debtors and as (hypothecary) pledges (see 7.3.1.2 above).

7.3 *Security*

The main instruments of security were pledges and guarantors, followed by distraint and the possibility of borrowing at the expense of the defaulting debtor. They are found both in Assyrian and in Anatolian contracts, but there are some differences. In general, security is more frequent in debt notes with Anatolian debtors. Cumulation of security occurs frequently in Anatolian contracts (e.g., TC 3 332; BIN 4 4; I 475).

7.3.1 *Pledge*¹⁸⁹

7.3.1.1 *Terminology*

The main terms for pledge are *šapartum* (also attested in later Assyria and in Babylonia) and *erubbātum*, used in ancient Assyria only. The first is mainly used for a great variety of movable objects (from gold to pieces of furniture and tablets of value) and the word expresses the idea that the creditor has power of disposition over them.¹⁹⁰ It

¹⁸⁷ For examples, see Lewy, "Grammatical Studies . . .," 39ff., and CAD Š/3, ad loc.

¹⁸⁸ For details, see Veenhof, "Silver and Credit . . .," 4f.

¹⁸⁹ See also Kienast, "Pfandrecht . . ."

¹⁹⁰ From the verb *šapārum*, "to administer, to direct."

is preferred in Anatolian contracts, where it may even be used for houses (BIN 6 236) and persons (EL 15). Although *šapartu* pledges were used among Assyrians, as letters show, no contracts mention them, which suggests that they were based on oral agreements.¹⁹¹ Assyrian contracts always use *erubbātum* for pledged immovable objects (houses; fields are not attested) and persons, which "enter" into the power or household of the creditor.¹⁹² Pledges "deposited," "given," or "left to" the creditor are "held" (*ka'ulum*) by him. Pledging is also meant when it is stated that "the creditor's hand rests on" (*qātum ina . . . šaknat*), that he can "seize" (*šabātum*),¹⁹³ or "look at" ("has a claim on," or "owns," *dagālum*)¹⁹⁴ an object or person. Persons or objects not identified as *šapartum* or *erubbātum*, but simply said to be "held" by the creditor or "on/to which the debt is bound" (*rakis ina šēr* object/*ina qaqqad* person; frequent with Anatolian debtors) also function as pledges.

7.3.1.2 *Nature*

The question whether pledges were primarily hypothecary ("Sicherheitspfand") or possessory ("Eigentumspfand"),¹⁹⁵ allows no simple answer. Kienast considers houses hypothecary pledges, because there is no evidence that they substitute for the debt, and actual possession (and hence antichretic use) would be excluded by default interest. While this may be true in many cases, possession of houses by creditors seems certain in EL 92 (Anatolians), TPK 88, 194, TC 3 232, and 240, where whoever pays (back) "takes the house," while the creditor has "to leave" it. Single slaves registered as *erubbātu* pledge or said "to be held" by the creditor probably also "entered" the house of the creditor,¹⁹⁶ but when an Anatolian family, together

¹⁹¹ See EL 292 and 179 (collated), where the objects pledged have to be enumerated (*zakārum*) in the presence of witnesses.

¹⁹² The verb *erābum* is used of pledged persons in EL 86 and kt a/k 447; the lexicalized doubled stem, "to pledge," is used of a house in TPK 1 106 and 194, and of a person in EL 2.

¹⁹³ "To seize," in EL 91:9ff.; "hands resting on," in EL 24:15f./OIP 27 59:29f.

¹⁹⁴ AKT 1 45; EL 14, 92.

¹⁹⁵ And we might add whether, in that case, pledges were considered antichretic (for capital or interest) or not.

¹⁹⁶ Kt 89/312; note also EL 252.

with its slave and house are pledged,¹⁹⁷ hypothecary security ("General-hypothek") is most likely.¹⁹⁸

7.3.1.3 Execution

If a debt was not paid in time, the pledge could be exploited or sold to indemnify the creditor (e.g., KTS 2 9, Adana 237E). Such actions apparently could be undertaken by the creditor himself, but he might also need help or authorization by the authorities. In EL 188, it is the local Anatolian ruler who "hands over" an Anatolian family to an Assyrian creditor. In kt a/k 447, an Assyrian *kārum* court decides that four persons (two sons and two slaves) "will enter with and be held by" a creditor.

Slaves could be pledged and sold for their owner's debts, but several "slave sales" concern free persons pledged for debts and subsequently sold into debt slavery. This is revealed by the fact that some are sold not "for x silver" but "instead of (*kāma*) x silver"¹⁹⁹ and by clauses which refer to their redemption. Tablets of value given as pledges under particular circumstances (not only when they contained a negotiability formula; see 7.2.3.2 above) could be used by the creditor by collecting the assets or claims that they represented.

7.3.2 Guarantee²⁰⁰

7.3.2.1 Terminology

A guarantor is called *qātātum* (lit. "hands")²⁰¹ and figures as such in debt notes and other texts where he is identified by name: "PN is (my, etc.) guarantor," while the combination *ša* (rarely *bēl*) *qātātīm* refers to "the/a guarantor" in general (EL 306, I 478,²⁰² ICK 1 86, TPK 1 171, etc.). *šazzuztum*, "representative," who "stands for" (the debt or the debtor), is also used (EL 254:10, AKT 3, 83:8f.).

¹⁹⁷ E.g., kt n/k 1716 (Bayram, "Kultepe Tabletleri . . ." 461).

¹⁹⁸ Also in KTK 95, where the words that all property of the debtor "is the creditor's" must refer to legal ownership, not actual possession.

¹⁹⁹ See Kienast no. 32 and EL 215; note, in kt b/k 121, the purchase of a house for "silver and the interest on it."

²⁰⁰ Veenhof, "Security for Debt . . ." II.

²⁰¹ Because the guarantor "takes the hands of," supports the debtor, or because he "pulls away" (*nasāhum*) the creditor's hands.

²⁰² Matouš, "Bürgschaft . . ."

7.3.2.2 Duties

Guarantors basically had two duties: to secure the presence or availability of the debtor on the due date ("Gestellungsbürge"),²⁰³ and to pay on his behalf if he defaulted or failed to be available. The guarantor who does not hand over the debtor to the creditor is liable to pay the original debt plus interest (TPK 1 171) or a fine.²⁰⁴

Where the duty is to pay for the defaulting debtor, the guarantor may also appear as co-debtor,²⁰⁵ or both may be jointly liable for a debt.²⁰⁶

7.3.2.3 Security and Regress

Guarantors could secure themselves against the risk of the debtor's insolvency by taking pledges.²⁰⁷ A guarantor forced to pay for the debtor enjoyed a right of regress. In a well-documented case,²⁰⁸ a man who had been forced to take out a loan in order to be able to meet his liability as guarantor obtained a verdict from the City Assembly authorizing him to charge the debtor "interest and interest on interest in accordance with the words on the stela" and to take the latter's silver "wherever it is," hence also when converted into merchandise.²⁰⁹

7.3.4 Distrain

In distraint, which the debtor could try to resist, there was no question of antichretic use. Its effectiveness depended on the debtor's wish or need to get back the items seized, and it must have been similar to that of "holding the debtor by his hem" (the two actually occur together in CCT 3 12), which prevented him from leaving and could make him start a lawsuit. For distraint, Old Assyrian uses *katā'um*²¹⁰ (with its nominal derivative *kutu'ātum*); its preferred objects

²⁰³ See EL 238, 306; ICK 1 86 + 2 141, TPK 1 171(!); and O 3684 (Garelli, "Une tablette").

²⁰⁴ EL 308; kt 89/352.

²⁰⁵ CTMMA 1, 84a; EL 321 compared with the letter KTH 15:6f.

²⁰⁶ EL 226:33-44; BIN 4 4:12ff.; BIN 6 238. EL 325a:5 mentions "a tablet drawn up for the two of us," which EL 326:25ff. shows to be debtor and guarantor.

²⁰⁷ CCT 5 8a; TC 3 67; kt 91/k 173 (a house); Veenhof, "Security for Debt . . ." 122f.

²⁰⁸ See Veenhof, "Legislation . . ." 1722ff.

²⁰⁹ Also TPK 1 46:20ff.

²¹⁰ It does not mean surety or guarantee, although this meaning is attested in Babylonian and later Assyrian, also for the nominal derivative *kattū*.

are slaves. Although not based on contractual agreement, it did not require a court order, and it was also practiced by the *līmu* official in Assur (TC 2 46:7).

7.3.5 *Borrowing by the Creditor*²¹¹

A last device to help a creditor get his money from a defaulting debtor, first attested among the Old Assyrians, is a clause in the debt note which authorizes the creditor to borrow what is owed to him from a moneylender.²¹² It is likely that the creditor charged the debtor double interest, for reasons similar to those which allowed a guarantor who had borrowed to pay for the debtor to charge "interest on interest" (see 7.3.2.3 above).

7.3.6 *Debt and Social Justice*

The traditional Mesopotamian royal measures to promote equity and social justice apply primarily to common citizens who have become poor by economic distress and debt-ridden by taking out loans for consumption. Hence we hardly expect them in the records of a trading society, where debts generally were of a commercial nature, belonging to the types enumerated in paragraph 5 of Ammišaduqa's Edict as not affected by the royal measures.²¹³ Their impact, however, is attested in the local Anatolian society, where a small number of debt notes stipulate that this debt has to be paid "even when the (local) ruler washes away the debts" (*hubullam masā'um*). Anatolian creditors, like their Mesopotamian colleagues, took care to record that a particular debt was contracted after the royal measure and hence was not affected by it.²¹⁴

There is also proof of social measures in Assur itself, not cancellation of commercial debts but a measure to counter their negative effects on family property. TPK 1 46 reveals that the god Assur, apparently acting through the initiative of his ruler and the decisions of the City Assembly, "had mercy on his city" (ll. 22f.). This meant a measure which made it easier for debt-ridden Assyrians, who had to sell their paternal houses because of huge debts, to

²¹¹ See Veenhof, "Modern Features . . .," 351ff., and "Silver and Credit . . .," 82f.

²¹² Examples are AKT 1 34; EL 87 and 185; ICK 2 95 and 147; I 475.

²¹³ See Kraus, *Verfügungen* . . ., 172, 205f.

²¹⁴ See for the evidence, Balkan, "Cancellation of Debts . . ." There is an unpublished debt note which uses the noun *andurārum* in this context.

redeem them. They could occupy them again after paying back half the sale price; the rest could follow in three annual installments.²¹⁵

7.4 *Hire*²¹⁶

Letters and administrative records use the same terminology (*agārum*) for the lease of houses and the hire of wagons, boats, donkeys, and persons. Contractual details are known only for lease and some categories of persons. Some house-sale contracts deal with the present occupant's right to continue to live in it.²¹⁷ Kt a/k 1255 and Donbaz, Sadberk Hanim no. 28, grant a female tenant (*waššābum*) the right during her lifetime and forbid/punish her expulsion; the latter contract forbids her "to sell or remove the house, its six beams and its contents."

An "attorney" (*rābišum*) could be hired (*agārum/ahāzum*) in Assur by a plaintiff, after authorization by the ruler and the City Assembly (see 2.1.1.1 above). He was hired "to assist" the plaintiff and "to win his case" (*awatam kašādum*). He was promised a wage plus compensation for travel expenses and food. He received half in advance, to be returned if he abandoned the case before his mission was completed.²¹⁸

Carriers, charged with the transport of merchandise and money by caravan between Assur and Anatolia,²¹⁹ were hired and employed for at least one complete caravan journey, frequently also for longer periods, so that they became employees of the firm. In exchange for his services, the carrier received an interest-free silver loan, called *be'ulātum*, "(capital) at free disposal."²²⁰ The loan was regularly used to buy a few textiles in Assur, to be sold in Anatolia with profit. Nearly all contracts state that the carrier "is held by the silver" (*išti kašpim uktāl*), hence is obliged to perform his service as long as he keeps the loan. The penalty for breach of contract is interest on the

²¹⁵ See Veenhof, "Redemption . . .," 604f.

²¹⁶ See Veenhof, "Miete . . ."

²¹⁷ See Kienast ATHE 39 (the seller becomes tenant) kt a/k 1255 (Bayram-Veenhof, "Real Estate . . .," 98, and Wilcke, "Drei Kültepe Texte . . ." no. 1).

²¹⁸ TC 1 24 and BIN 6 219. See also Larsen, *City-State* . . ., 175ff., and I 554:13ff.

²¹⁹ See Kienast, "*be'ulātum* . . .," also for the variety of clauses, with the modifications proposed in Veenhof, "Miete . . .," 183.

²²⁰ *ana be'ālim*; AKT 1 9 and kt 91/k 473 write: "he (the carrier) will have power over it" (*ibe'el*).

originally interest-free loan or paying back two or three times the amount received.

7.5 *Bailment*

7.5.1 The frequent absence of traders created a need for depositing of valuables (tablets, silver, merchandise, various utensils) in the houses of friends. Deposit is expressed *ana nabšēm* (lit., "in order to get/stay (somewhere)") combined with the verbs "to give," "to leave behind," "to entrust," "to bring into (a house)." It normally happened before witnesses,²²¹ but is only occasionally recorded in a written contract (EL 136). Testimony by witnesses could establish what was left in deposit (BIN 6 218), frequently under seal.

7.5.2 Contracts by means of which goods to be shipped overland were handed over to caravan personnel, in the presence of witnesses, likewise use the verb *paqādum* ("to entrust to") with personal dative suffix.²²² Since the purpose of the transaction was clear, it is only rarely specified (e.g., "he will bring/carry for making purchases," EL 139) or the destination given ("to the city," EL 140). Most such contracts have the owner speak in the first person, perhaps because he pronounced the words: "I have hereby handed over to you" (ICK 1 61:17ff.). Many records end by listing the witnesses to the transaction (EL 112ff.), which could be produced for judicial purposes (e.g., VAS 26 65:33ff.).

7.6 *Trading Ventures*

7.6.1 *Partnership*

Old Assyrian trade knew many forms of commercial cooperation, but many of them were informal, not fixed in written contracts.²²³ Formal partnerships could be both long and short term, of a general nature, and for a specific undertaking. Kienast ATHE 24, a settle-

²²¹ Garelli, "Tablettes . . . II" no. 23: 22ff.; EL 335–340; but cf. CCT 3 29:31/.

²²² For this reason, EL (nos. 110–35) classified them under the heading "Verwahrung" (deposit).

²²³ See Larsen, *City-State* . . . , 99f.; *tappā'um* means "colleague," "fellow" (trader, witness, debtor, creditor) as well as (formal) "business partner" (Veenhof, "Private Summons . . .," 453ff.; OIP 27 59:10).

ment after the death of two closely cooperating traders, mentions that it entailed mutual representation (*šazzuztum*), shipment of consignments, collection of each other's outstanding debt claims (with access to each other's debt notes and depositions), and investments (*šipkātum*) for each other in Assur and Anatolia.

Documented partnerships, which usually imply pooling of capital and labor and rules for the division of profits and losses, concern specific business ventures, such as one to trade in iron,²²⁴ which mentions "common assets" of the partners²²⁵ and stipulates that "the one shall not do anything without the other." To get one's share of the "partnership's silver," a formal clearance of accounts (*zakā'um*) was necessary.

A special type of partnership could be created between a creditor and a debtor. In ICK 1 83 + 2 60, a creditor has a claim of several pounds of silver on his "partner," who "is held by the silver" (see 7.4 above) and apparently has to work for his creditor, who will get two thirds of everything he earns (*kaššū'um*) and will charge him interest of 120 percent per year if he disappears.

A business venture called *ellutum* ("company, caravan") was apparently a joint undertaking by several traders, among whom also costs and losses²²⁶ are shared proportionally.²²⁷ What they are entitled to consists of amounts called "one thirds" (*šalšātum*) and amounts still in the "fund" (*mišittum*) of the company, the latter usually being about double the former. The word "one third" is a technical term for a guaranteed share in the profits of an undertaking.

7.6.2 *The naruqu Association*²²⁸

The most important long-term investment and partnership contract was one by which a number of capitalists (*umme'ānum*) supplied a trader (*tamkārūm*; he could also be called *šamallā'um*) with a substantial sum of capital, called his "money-bag" (*naruqqum*). Individual shares were valued in gold (frequently two pounds or its multiple),

²²⁴ ICK 1 1 with BIN 6 181; see Michel, *Innāya* . . . , I 173ff., and II no. 125.

²²⁵ In Assyrian *barini* ("between us").

²²⁶ According to a verdict of the City; see Veenhof, "Legislation . . .," 1730f.

²²⁷ To be able to do so, the value (*awitum*) of each participating trader's merchandise was expressed in tin.

²²⁸ See Larsen, "Partnerships . . ." and "Naruqu-contract . . ." and Dercksen, "Financing . . .," 92–97.

according to an artificial exchange rate; an investment of four pounds of silver yielded a share of one pound of gold (see e.g., EL 96 and I 555). Since the capital investment was long term (examples range from 9 to 12 years) and was made available not for a particular venture but simply "to conduct trade" (*makārum*), we may call it a "naruqqu-association." The trader contributed not only his expertise and labor (texts speak of him as "carrying around" the money-bag), but also his capital, since he regularly figures among the investors.

Each investor/trader kept in his archive sealed records of what "was registered in the *naruqqu* tablet in his name,"²²⁹ but the main document was the witnessed deed of association, which listed all investors with their shares in gold, followed by a total and the length of the term, after which (as one contract adds) the trader will settle accounts. There follows a fairly standard set of contractual provisions which mention that the trader himself will receive one third of the profit and will be responsible for/guarantee the investors their "one third," and that whoever withdraws his investment prematurely receives only what he invested, four pounds of silver for each pound of gold, and no profit at all. Shareholders faithful to the society eventually would be paid out eight pounds of silver for each pound of gold, according to the real exchange rate; hence, at the outset they were guaranteed twice their investment (called *šipkātum*), in addition to the other profit. An investor's shares (important traders invested in several different *naruqqu*'s) were inherited by his children and could be sold.²³⁰

8. CRIME AND DELICT

Homicide, resulting in the death of Assyrians, apparently in Anatolia, is reported in some letters and can result in appeals to the local ruler to punish or extradite the culprits and to make them pay "blood money" (*dāmū*), which is also the subject of some administrative records, when even the City of Assur got involved.²³¹ One case con-

²²⁹ A key verb is *adāmum*, usually in the stative, *admāku*, "I am entitled to" (x silver in his *naruqqum*), and there are a few occurrences of *bēlū edmātim*, "title holders."

²³⁰ See e.g., EL 246.

²³¹ For blood money, see Çeçen, "Kan Parası," with CAD D 79 2, b and VAS 26 26:8ff.

cerns the payment of blood money (80 shekels of silver) for killing an Anatolian, which the *kārum* had advanced for the Assyrian culprit.²³²

When Anatolians tried to rob caravans or plunder houses,²³³ the Assyrians turned to the local rulers, who were responsible for their safety and for compensating "losses" (*huluqqā'ū*). The ruler could (or was obliged to) extradite the thieves to be killed.²³⁴ Assyrians guilty of offenses such as smuggling,²³⁵ trading in restricted items, or helping a ruler's enemy usually ended up in jail (*kišeršum*), whereupon their relatives and friends or the Assyrian authorities tried to get them free by offering "presents" (*irbum*) and paying ransom (*iptirū*). A detailed deposition reveals how an Anatolian accusation against an Assyrian of cooperating with the enemy was handled. The ruler rejects the offer of an exculpatory oath or submission to the river ordeal, insisting on extradition of the culprit or payment of an extremely high ransom, or else "your brother is dead!"²³⁶

Among Assyrians, entering somebody's strongroom, especially after a trader had died, required good credentials, authorization by authorities, and the presence of a committee of "outsiders," which had to report on what had happened.²³⁷ According to a ruling of the City, those who tried to appropriate a dead trader's assets before the obligatory general settlement of accounts in Assur "had to give back what they had taken; if not they were considered to have committed a theft."²³⁸ Multiple compensation for theft is clear from a single debt note for an amount of silver, which adds at the end: "He stole silver and the *kārum* condemned him to (pay) triple."²³⁹

9. TREATIES

The Old Assyrian traders operated in Anatolia on the basis of formal treaties, called "oath" (*mamītum*), concluded between the Assyrian

²³² Hecker, "Rechtlos . . .," text no. 2.

²³³ Hecker, "Rechtlos . . .," no. 4.

²³⁴ Kt b/k 471; see Balkan, "Cancellation of Debts . . .," 31, n. 16. In TC 3 85, the owner of the lost goods must come to the ruler who will give him his compensation (*amum*) personally.

²³⁵ See Veenhof, *Aspects . . .*, chap. 14; Kienast ATHE 62.

²³⁶ Michel-Garelli, "Heurts . . ." with Günbatti, "River Ordeal . . ."; see also the events commented on in Lewy, "Kuššara . . .," 51, on ransom.

²³⁷ See Veenhof, "Archives . . .," 3.1.

²³⁸ See Veenhof, "Legislation . . .," 1726f., with n. 28.

²³⁹ Kt 91/k 398; see also ICK 2 308, and TC 2 45, edge.

authorities and the local Anatolian rulers. The Assyrians were granted residence rights in the (commercial districts of the) cities and extraterritoriality, in the sense that their colonies were political and juridical extensions of the government of Assur. Treaties had to be renewed whenever a new ruler ascended the throne.²⁴⁰ According to one treaty, the local ruler has to bar competitors of the Assyrians, notably Babylonian traders, whom he will extradite to be killed. The ruler is entitled to a minute part of or levy on the goods carried by the Assyrian caravans passing through his country in both directions.²⁴¹

ABBREVIATIONS

AKT 1-3	<i>Ankara Kültepe Tabletleri/Ankaraner Kültepe-Tafeln/Texte</i> I. Emin Bilgiç et al. Türk Tarih Kurumu Yayınları VI, Dizi-Sa. 33 (Ankara: Türk Tarih Kurumu Basımevi, 1990) II. Emin Bilgiç and Sabahattin Bayram. Türk Tarih Kurumu Yayınları VI, Dizi-Sa. 33a (Ankara: Türk Tarih Kurumu Basımevi, 1995) III. Emin Bilgiç and Cahit Günbattı, <i>Freiburger Altorientalische Studien, Beihefte 3</i> (Stuttgart: Franz Steiner, 1995)
APU	A.M. Ulshöfer, <i>Die altassyrischen Privaturkunden</i> , FAOS Beiheft 4 (Stuttgart: Franz Steiner, 1995)
ArAnat	<i>Archivum Anatolicum: Anadolu Arsivleri</i> . Ankara Üniversitesi Dil ve Tarih-Coğrafya Fakültesi, 1ff. (Ankara: Üniversitesi Basımevi, 1995-)
CTMMA	I. Starr, ed., <i>Cuneiform Texts in the Metropolitan Museum of Art: Tablets, Cones and Bricks of the Third and Second Millennia B.C.</i> (New York: The Metropolitan Museum of Art, 1988), 92-142 = M.T. Larsen, <i>Old Assyrian Texts</i>
EL	G. Eisser and J. Lewy, <i>Altassyrische Rechtsurkunden vom Kültepe</i> , I-II. MVAeG 30 und 35/3 (Leipzig: J.C. Hinrichs, 1930-35)
Kienast no.	Texts edited in B. Kienast, <i>Das altassyrische Kaufvertragsrecht</i> (on pp. 103-63)
kt a/k+number	Unpublished texts from Kültepe (kt), found in <i>kārum</i> Kanish (/k), since the first year of the excavations, 1948 (= a), until 1972 (= z)
kt 73/k+number	Kültepe tablets found in <i>kārum</i> Kanish in 1973 and following years
PIHANS	Publications de l'Institut historique-archéologique néerlandais de Stamboul
POAT	W.C. Gwaltney Jr., <i>The Pennsylvania Old Assyrian Texts</i> , Hebrew Union College Annual Suppl. 3 (Cincinnati: Hebrew Union College, 1983)
TC	Tablettes Cappadociennes 1-3 (= TCL 4; 14; 19-21)

²⁴⁰ KTP 14, studied in Garelli, *Assyriens* . . . , 329f.

²⁴¹ Edited in Çeçen-Hecker, "Wegerecht . . ."

- TPK 1 C. Michel and P. Garelli, *Tablettes paléo-assyriennes de Kültepe, vol. 1 Kt 90/k* (Paris: De Boccard, 1997)
- I+number Old Assyrian texts in Prague, edited in the sequence of their I-numbers in K. Hecker, G. Kryszat, and L. Matouš, *Kappadokische Keilschrift-tafeln aus den Sammlungen der Karlsuniversität Prag* (Praha: Univerzita Karlova, 1998)

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